

## **February 24, 2020 - City Council Meeting Minutes**

### **WORKSHOPS**

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

Councilmember Stober was absent from workshops.

#### **4:00-6:00 p.m. A Stronger Vancouver: Levy Design**

*This workshop was held in the Aspen Room (1st floor) at City Hall and is available to view live on [www.cvtv.org](http://www.cvtv.org) and CVTV cable channels 23 / 323.*

#### **Summary**

Council confirmed the details of the Stronger Vancouver package of projects, programs and services, and discussed options for a potential property tax measure to fund a portion of the package. Council directed staff to move forward with a single year levy lid lift. Council will continue review of the final package throughout March.

#### **Executive Session re: Labor Negotiations Strategy (30 minutes)**

Mayor McEnery-Ogle announced the Council would be entering into executive session for 30 minutes to discuss labor negotiations. (5:30-6:00 p.m.)

### **COUNCIL REGULAR MEETING**

#### **Pledge of Allegiance**

## Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle in the Council Chambers of City Hall, 415 W. 6th Street, Vancouver, Washington.

**Present:** Councilmembers Fox, Paulsen, Lebowsky, Glover, Stober, Hansen, Mayor McEnerny-Ogle

**Absent:** None

Councilmember Stober participated via conference call.

## Approval of Minutes

Minutes - January 27, 2020

**Motion** by Councilmember Glover, seconded by Councilmember Hansen, and carried unanimously to approve the meeting minutes of January 27, 2020.

Minutes - February 3, 2020

**Motion** by Councilmember Lebowsky, seconded by Councilmember Glover, and carried unanimously to approve the meeting minutes of February 3, 2020.

Minutes - February 10, 2020

**Motion** by Councilmember Paulsen, seconded by Councilmember Lebowsky, and carried unanimously to approve the meeting minutes of February 10, 2020.

## Citizen Communication (Items 1-8)

Mayor McEnerny-Ogle opened Citizen Communication and received the following testimony:

- Steven Austin, Vancouver, expressed concerns regarding problems with theft the residents at Tidewater Cover Marina have been experiencing.

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

## Consent Agenda (Items 1-8)

Council requested Item 5 be pulled for separate discussion as summarized below.

**Motion** by Councilmember Glover, seconded by Councilmember Lebowsky, and carried unanimously to approve the Consent Agenda.

1. **2020 East Curb Ramps**

Staff Report 020-20

*The City is issuing three separate curb ramp contracts this year as part of its 2020 pavement management program. These contracts include the "2020 East Curb Ramps, the "2020 Central Curb Ramps" and the "2020 West Curb Ramps". The purpose of splitting the work into multiple contracts is to reduce each contract to a manageable size, which helps expedite ramp construction. From a construction sequencing standpoint, it is far more efficient to construct the new curb ramps in advance of the on-street pavement management resurfacing work.*

*This staff report and recommended action is to award the 2020 East Curb Ramps contract only. Recommendations for the the other curb ramp projects will be made in the future.*

*On January 21, 2020, the City received seven bids for the subject project. The bids ranged from \$442,000.00 to \$634,000.00 dollars. The low bidder was responsive. The bids are as follows:*

| <b>SUMMARY OF BIDS</b>                                   |                              |
|----------------------------------------------------------|------------------------------|
| <b>BIDDER</b>                                            | <b>AMOUNT</b>                |
| Advanced Excavating Specialists (AES), LLC, Longview, WA | \$442,300.00                 |
| NW Construction GC Inc., Battle Ground, WA               | \$539,550.00                 |
| Lee Contractors LLC, Battle Ground, WA                   | \$545,925.00                 |
| Clark and Sons Excavting, Inc., Battle Ground, WA        | \$549,825.00                 |
| Halme Excavating, Inc., Battle Ground, WA                | \$561,025.00                 |
| 3 Kings Environmental, Inc., Battle Ground, WA           | \$598,366.83                 |
| MJ Hughes Construction, Vancouver, WA                    | \$633,850.00                 |
| Engineers' Estimate                                      | \$550,000.00 to \$600,000.00 |

Request: On February 24, 2020, award a construction contract for the 2020 East Curb Ramps project to the lowest responsive and responsible bidder, and authorize the City Manager or his designee to sign a contract with Advanced Excavating Specialists (AES), LLC from Longview, Washington, at their bid price of \$442,300.00, which includes Washington State sales tax.

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

**Motion approved the request.**

**2. Bid for Auto Body Repair Services RFP36-19**

Staff Report 021-20

*The City of Vancouver has need for auto body repair and other related services. A Request for Proposals (RFP) for Auto Body Repair Services was issued on 11/22/2019 and closed on 12/11/2019. (RFP #36-19). The City completed the review process and determined that NW Collision Services was the most qualified response.*

*Equipment Services is requesting Council authorization to enter into a contract with NW Collision Services for five (5) years. Equipment Services is also requesting Council approval to spend up to approved levels by the Council in the 2020 Budget and authorization to continue to purchase using this contract up to the amounts approved by Council in the City's future budget processes.*

*On average the City of Vancouver spends approximately \$100,000 annually for auto body repairs and related services. The projected costs are expected to be over \$300,000 during the life of the contract.*

Request: Authorize the City Manager to execute the contract with NW Collision Services for the performance of auto body repair services on an as-needed basis, and authorize any subsequent legal action necessary to enforce the terms of the same.

*Dan Zenger, Equipment Services Manager, 487-8205*

**Motion approved the request.**

**3. Purchase of Self-Contained Breathing Apparatus (SCBA) Equipment and Accessories**

Staff Report 022-20

*The City of Vancouver Fire Department (VFD) currently has an entire compliment of Mine Safety Appliances (MSA) 2002 Edition Firehawk SCBAs that have been in service for sixteen (16) years and are in need of replacing. The scope of this project includes replacing the existing equipment and establishing a five (5) year contract for on-going equipment and accessory needs. The DHS through FEMA has awarded the fire department a \$725,453 grant under FEMA's AFG program to replace 107 SCBA assemblies.*



*The City released a request for proposals (RFP #2-20) to select a supplier for the upcoming purchase of SCBA equipment and accessories to replace existing equipment and accessories and at a minimum include 133 SCBA assemblies, 6 RIT packs, 4 supplied air respirators (SARs), 1 SAR kit, 4 SAR hose lines, 3 additional SAR ten (10) minute capacity escape cylinders, 111 additional face pieces, 30 additional sixty (60) minute cylinders and 45 additional pack soft component/harness sets.*

*The City received one proposal for the purchase of SCBA equipment and accessories. The proposal from Municipal Emergency Services, Inc (MES) met the minimum requirements of the RFP. MES was chosen to be the supplier.*

Request: Authorize the City Manager or his designee to approve a contract and any required contract amendments with MES, for the SCBA equipment and accessories purchase. The amount of this purchase is \$1,353,870.26

*Doug Koellermeier, Deputy Fire Chief, 487-7218*

**Motion approved the request.**

**4. Agricultural lease renewal for the Vancouver Lake Lowlands with Firestone Pacific Foods LLC**

Staff Report 023-20

*In 1994, with Council authorization, the City of Vancouver acquired 140 acres of the Dugan Estate, located within the southeast portion of the Vancouver Lake Lowlands. The City's acquisition followed Clark County's purchase of the remaining balance of the Dugan Estate and the neighboring Cenex property. Until 2000, the City and County portions of the property were managed through separate lease agreements with Erickson Farms.*

*In 1999, the Parks and Recreation Department negotiated directly with Erickson Farms and FPF for a new lease package of the properties which would provide more emphasis on long term maintenance, improving wildlife habitat, and revenue generation.*

*Since then, the property has undergone significant changes and is need of being updated as follows:*

- 1. The current lease (Exhibit A) is between Vancouver-Clark Parks and Recreation Department (VCPRD) & FPF, however, VCPRD is no longer in existence.*

2. *There was a land swap between the City of Vancouver and FPF in 2014.*
3. *FPF has expanded its berry crops in Area B.*
4. *Area C has been transformed into land that can now be cultivated, due to the intense and costly maintenance FPF has performed on this property. Since select areas of Area C can now be utilized for agricultural crops, even with the high risk of flooding, the proposed lease no longer allows FPF to perform maintenance in lieu of monetary compensation.*

*The City proposed to manage the property as one ownership, yet divide it into three management areas (Area A, Area B, and Area C), with Area A being low risk of flooding and Area C being at a high risk of flooding annually, thus limiting what can be done with this area.*

*FPF has agreed to \$250/acre for berry production in Area A, and \$175/acre for berry production in Area B. At this time, and into the future, the City will no longer pay FPF for the maintenance work of Area C, nor will FPF make any rental payment on this portion of land due to the high risk of flooding and mix of uses.*

*Area C includes property managed by various agencies and partners. A majority of the area consists of property that is managed under the Wetland Reserve Program (WRP) as habitat and a food source for migratory waterfowl. The WRP is a voluntary program offering landowners the opportunity to protect, restore, and enhance wetlands on their property. The area includes a series of engineered wetlands and ponds as well as approximately 90 acres that is utilized by the City of Vancouver's Engineering Department for the application and spreading of "Agriproduct." Agriproduct is derived from the treatment of food solids from Frito Lay and Great Western Malting and has been classified as a fertilizer that is spread annually.*

Request: Authorize the City Manager to execute the Real Property Lease Agreement with Firestone Pacific Foods, LLC, and authorize any subsequent legal action necessary to enforce the terms of the same.

*Jeremy Kanooth, Park Developer, 487-8320*

**Motion approved the request.**

## **5. Approval of City of Vancouver Public Art Plan**

Staff Report 024-20

**A RESOLUTION** adopting the City's 2020 Public Art Plan.

*On April 16, 2018, the City Council adopted a new Culture, Arts and Heritage Plan, the City's first in 25 years. One of the objectives in the plan was to create a public art program that would include a public art committee and a public art plan. The Public Art Committee, a subcommittee of the Culture, Arts and Heritage Commission, was appointed November 12, 2019. The Public Art Plan was developed in the summer and fall of 2019 by a group of community volunteers working with the Public Art Committee. The public art plan, as proposed, includes a scope of collections, a defined process for acquiring and deaccessioning (the process of removing artwork from the Public Art Collection) public art and guidelines for maintenance of the art collection. Public input on the plan was solicited through "Be Heard Vancouver" and through community groups including the Clark County Arts Commission. The plan has been reviewed by the Culture, Arts and Heritage Commission and is being recommended for approval by the City Council.*

Request: On February 24, 2020, adopt a resolution approving the City of Vancouver's Public Art Plan.

*Jeanette (Jan) Bader, Cultural Services Manager, 487-8606*

Jan Bader, Cultural Services Manager, provided staff comments.

Mayor McEnerny-Ogle asked Ms. Bader to summarize what the public art plan is. Ms. Bader provided an overview of the plan and explained that it sets the framework for Vancouver's new public art program. She thanked the community and staff members who had contributed to the development of the plan.

Councilmember Stober stated he is very interested in making sure new public art pieces are installed in locations and in such a way that the surroundings and installation tie into the art and are complementary to each other. He also stated he hopes that new pieces will be located outside the downtown core.

Ms. Bader explained that the primary reason why the majority of public art pieces have been located downtown to date is because the City has not previously had a funded public art program and has been partnering with Vancouver's Downtown Association to install public art in the community.

Councilmember Glover thanked Ms. Bader for her work on this program and with historic preservation for the City.

Councilmember Lebowsky echoed Councilmember Glover and asked how potential pieces would be evaluated for acceptance or non-acceptance. Ms. Bader explained there is a public art subcommittee of the Culture, Arts and Heritage Commission that will thoroughly evaluate and make

recommendations to the Commission, which would then make a decision regarding acceptance.

**Motion adopted Resolution M-4059 approving the request.**

6. **2020-2022 Collective Bargaining Agreement between the City and IAFF Local 452**

Staff Report 025-20

*The labor agreement between the City and the IAFF Local 452 bargaining unit expired on December 31, 2019. 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, and IAFF Local 452 has ratified the contract. The labor agreement is being brought to Council for approval.*

Request: On February 24, 2020, authorize the City Manager or his designee to formally ratify the 2020-2022 Collective Bargaining Agreement with IAFF Local 452 by signing the 2020-2022 IAFF Local 452 CBA.

*Lisa Takach, Human Resources Director, 487-8611*

**Motion approved the request.**

7. **Appointment to the Salary Review Commission**

*The Salary Review Commission is charged with studying the relationship of salaries to the duties of Mayor and City Councilmembers and establishes the salary compensation for each.*

*Earlier this year, the Charter Review Commission recommended this board be increased from five to seven members. A successful ballot measure made this change effective on January 1, 2020.*

*The City of Vancouver recently advertised to fill the two newly created positions on the Salary Review Commission. Twelve applications were received and five interviews were scheduled with qualified applicants.*

*I am recommending the appointment of Ana Drilea and Esther Schrader to fill the vacant seats. Their appointment would begin immediately and expire February 24, 2024.*

*If there are no objections, I would like to make this appointment at the Monday, February 24, 2020 Council meeting.*

Request: Appoint Ana Drilea and Esther Schrader to the Salary Review Commission, terms beginning immediately and expiring February 24, 2024.

*Mayor McEnemy-Ogle*

**Motion approved the request.**

## 8. **Approval of Claim Vouchers**

Request: Approve claim vouchers for February 24, 2020.

**Motion** approved claim vouchers for February 24, 2020, in the amount of \$16,035,690.04.

## **Old Business: Westside Bike Mobility Project**

Chad Eiken, Community and Economic Development Director, Rebecca Kennedy, Long Range Planning Manager, and Jennifer Campos, Principal Transportation Planner, presented an update on the Westside Bike Mobility Project.

Mr. Eiken provided an overview of the background of the project and a summary of the route alternatives being presented to Council for consideration.

Ms. Campos provided an overview of the project process, the Community Advisory Committee (CAC) that was engaged to consider route options and provide feedback, and a summary of public outreach activities. Ms. Campos also provided an overview of the route options the CAC considered.

Ms. Kennedy provided details about the two alternatives being presented to the Council and recommendations that applied to either alternative for Council to consider. Alternative 1 included the installation of protected bike lanes along Columbia with the removal of 393 parking spaces; Alternative 2 was a hybrid option along Columbia with protected bike facilities installed one way on one side of Columbia and the removal of 223 parking spaces.

Mr. Eiken explained that if Council provided direction on which alternative to move forward, the next steps in the project would include repaving projects along Columbia Street in 2020 and 2021 and a continued outreach process further into the future for other route options as funding becomes available.

Mayor McEnerny-Ogle asked whether staff was considering a mitigation device at intersections that would not require cyclists to leave the roadway to press the crossing button. Ms. Campos stated staff is looking at cameras that are better at detecting when cyclists approach an intersection.

Mayor McEnerny-Ogle stated this is not a hearing and opened the discussion to Council.

Councilmember Hansen thanked staff for their work. He stated that when government comes up with plans, like Complete Streets, it sends out staff to make sure the plans can be implemented. He stated he would still support Complete Streets, but when it comes to implementing a plan along a street that has had parking along it for nearly 100 years, that has to be addressed with the public first and in a transparent manner. He stated he does not believe the first round of outreach surrounding the proposal to eliminate parking along Columbia Street was not conducted in a transparent manner, which is why the Council directed staff to expand the outreach process and delay repaving Columbia for a year. He stated the public process that took place after that for the last year started to build transparency, but that was eliminated because the two alternatives presented to Council had not been presented to the CAC or neighborhood associations to evaluate. He noted that in a community survey about the project, Columbia scored the worst. He expressed concerns that this process has completely polarized the community.

Councilmember Hansen opposed both alternatives presented to Council and proposed the City move forward with repaving Columbia now, as it is without additional bike facilities or the elimination of parking, and go back to the community to continue collaboration in evaluating what is safe and practical for the neighborhoods.

Councilmember Lebowsky stated that research shows sharrows reduce collisions less than if there were no bike facilities on the roadway. She asked if the City has plans to re-evaluate the use of sharrows. Ms. Campos stated sharrows can be of value in limited and specific situations on roadways with speed limits of 25 miles per hour or less.

Councilmember Lebowsky asked if the shared left turn lane on Columbia at Fourth Plain would be removed. Ms. Campos stated the turn lanes on both sides of Fourth Plain would be taken out in order to accommodate protective facilities through there.

Councilmember Lebowsky stated that the problem she has with multi-modal planning is it tends to be put in place in areas that are more affluent, and she noted the Fourth Plain corridor would be a prime place to do Complete Streets improvements. Ms. Kennedy stated that corridor is in the work plan to be considered over the next few years.

Regarding the westside alternatives presented, Councilmember Lebowsky stated she has been speaking with a lot of people and reading their

messages, and she stated she hears their concerns. She stated this is a critical moment for the City in considering Columbia. She noted that transportation is going through major changes and cities need to have street designs to accommodate transportation innovation, and micro-mobility options are going to play a major role in the future. She noted that the City has much higher bicycle and pedestrian collision rates than the rest of the state, and the City made commitments when it supported Target Zero to take steps to do better in protecting residents and improving that safety rate. She stated that this project and buffered bike lanes along Columbia can help with that commitment. She stated if it is done right, this project can save lives and address climate pollution. She noted that an average of 3,500 people move to Vancouver each year, bringing increased density and traffic to the community, and Columbia Street is one step in addressing that.

Councilmember Lebowsky supported Alternative 1.

Councilmember Glover thanked residents for the feedback they have provided throughout the process. She noted that creating equitable and safe access for all roadway users has been a challenge the City has been working to address for the past 20 years. She noted the City's investments and policy direction, from the Transportation System Plan to the Vancouver City Center Vision plan and the Complete Streets policy, have been put into place to allow for the study of how to move people around efficiently and effectively. She noted that the City will need safe routes for more than just bikes and cars in the future. She stated that safety is the number one priority and streets are the City's greatest asset, and the City must make sure that travel is as safe as it can be for all potential users. She stated the Council can make the decision with this process to put safety first. She noted that Alternative 2 demands too much compromise and she does not believe it will move the community forward, and therefore supports protected bike lanes along Columbia. She thanked staff for their work on this challenging project.

Councilmember Glover supported Alternative 1.

Councilmember Stober stated this is not a project about bike lanes, it is a multimodal project. He acknowledged how difficult this issue has been for the community, and noted Vancouver is not alone in trying to address the challenge of replacing parking with bike lanes and asking residents to make a sacrifice for the greater good of the community. He stated community leaders have been contemplating such improvements for years. He stated that for this discussion his feedback is rooted in the death of Benjamin Fulwiler, an 11-year-old boy who was killed in 2012 when he was hit by a bus while riding his bike. He stated Benjamin's death weighs heavy on his mind, as does the C-TRAN driver who was driving the bus that hit him through no fault other than the flaws in our transportation system. He stated that car ownership is expensive and onerous for many residents, and vital changes to the system are needed. He noted that the four surrounding neighborhoods have an intimate relationship with Columbia Street, and change will be a challenge for many residents. He stated of the two options that were presented, one is incremental and one is complete but will require sacrifice. He stated that for

the future of the city, and in the memory of Benjamin Fulwiler, the City needs to move forward and he supports best practices.

Councilmember Stober supported Alternative 1.

Councilmember Paulsen noted this is the second year in a row the Council is discussing how to move forward with these street improvements and a decision is needed now. He stated last year the Council was presented with a very similar proposal, and they received complaints about the process and heard allegations of obfuscation and omission of facts. He recognized that people felt the City had not been clear about what was happening and that there was not enough time allotted in the process. And for those reasons, the Council made a decision to expand the public outreach and delay action on the project. He noted that a lot was learned throughout that process, and he thanked the community members who volunteered to contribute to that process and the staff who worked on the project. He stated that through the process the Council learned there are no easy answers on certain issues and compromise is difficult to find, and the community is becoming more polarized. He stated process and transparency are important, but no amount of process will resolve fundamental differences on certain issues, which is where leadership comes in. He noted this project has been misnamed, as it is not specific to bikes and should more appropriately be classified as a micro-mobility project. He noted that the neighborhoods in this area span a century and a lot has changed in that time period around transportation. He stated he has given this issue a lot of thought and done a lot of research and it is the topic he has discussed the most in his tenure on Council. He stated that in talking to residents he has not heard a consistent theme or path of compromise forward, but there is agreement on some aspects, such as reduced speed limits and the other mitigation efforts proposed. He stated that eliminating parking has an impact on residents, but he is very sensitive to safety and what it will take to change the city's bike and pedestrian collision record and make the streets safer for people traveling with all modes of transportation. He recognized the importance of supporting an aging population and future micro-mobility options. He stated that when it comes down to a choice between safety or parking, he cannot see a value in compromising safety.

Councilmember Paulsen supported Alternative 1.

Councilmember Fox state she has lived off Columbia Street for the past 16 years and spent her childhood living on the westside riding her bike everywhere. She stated she has been doing a lot of research on this issue and has met with many residents and staff. She thanked staff for meeting with her and stated that perhaps one of the reasons staff has presented the hybrid Alternative 2 option is partially because she had put forward an idea to staff to turn Columbia Street into a one-way street with protected bike lanes on one side of the street and less parking removed as a result. She noted that staff looked into her idea and thoroughly explained the challenges with making that change. She stated she is not a fan of Alternative 2 because she does not support sharrows. She stated she is not really in favor of either option



because she values compromise and believes the Council should honor the feedback from the community. She noted that safety also impacts people in regards to where they have to park.

Councilmember Fox stated she would like the City to continue to work toward further compromise before making a decision on a preferred project, but if forced to choose now, she would have to favor Alternative 1 because she does not believe Alternative 2 is safe, as it includes sharrows.

Mayor McEnerny-Ogle asked if the City has received confirmation from USPS that mail carriers would not need to drive to each mail box. Ms. Campos stated staff had met with USPS and confirmed these are walking routes for mail carriers. Loading zones would be provided along the street every few blocks where mail carriers could park their vehicles and then walk to each address to deliver mail. She stated Waste Connections has also confirmed the proposed design would not cause any problems for drivers as they regularly pick up along streets with similar designs in Portland.

Mayor McEnerny-Ogle asked what happens when a home is being built or there are other construction activities requiring use of the right-of-way. Ms. Campos stated those projects would be treated like any other project and would utilize traditional traffic control standards.

Mayor McEnerny-Ogle asked if any performance measures have been developed to ensure this project is meeting goals. Ms. Kennedy stated staff would be looking at long- and short-term safety impacts and speeds to ensure traffic is going at the appropriate pace adjacent to the bike facilities. She stated staff has developed a number of evaluation measurements for McLoughlin that could be looked at similarly for this project. She stated staff would also conduct intercept surveys with users of the system to get a qualitative feedback of how the facility is working.

Mayor McEnerny-Ogle stated she also has been going up and down Columbia over the last year because of this project. She stated she has observed that although 393 parking spaces would be lost along Columbia, in actuality what is available are between 800 and 1500 spaces on side streets that are free to park and are within reasonable walking distance that are also available, which is a true asset. She stated the mitigation efforts are important to her, especially in addressing the needs of the Veterans Assistance Center, and those individuals needing to load and unload, including Waste Connections, the postal service, and construction crews. She stated Councils in the past, and this Council, have been making difficult decisions for many years to move the community forward. She stated that safety is her top priority and she is reminded that as a resident, she does not own the street in front of her home. It belongs to the City, which sets regulations about what to do with the right-of-way, the sidewalk, and the curb. She stated the streets belong to the City and to all users of the streets, many of whom are vulnerable.

Mayor McEnerny-Ogle supported Alternative 1.

Mayor McEnerny-Ogle stated that the Council has a consensus to direct staff to move forward with Alternative 1 for this project.

## **Communications**

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

## **Adjournment**

8:23 p.m.

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Anne McEnerny-Ogle, Mayor

Attest:

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Natasha Ramras, City Clerk

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

## **March 2, 2020 - City Council Meeting Minutes**

### **WORKSHOPS**

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

Councilmember Stober was absent from workshops.

#### **4:00-4:30 p.m. Proposed Vancouver Housing Commission**

*Peggy Sheehan, Community Development Programs Manager, 487-7952; Teresa Brum, Economic Development Division Manager, 487-7949*

##### **Summary**

Staff presented Council with the proposed composition, structure, scope and timeline for establishing a new advisory commission focused on housing issues.

#### **4:30-5:00 p.m. Strategic Planning Process**

*Aaron Lande, Senior Policy Analyst, 487-8612*

##### **Summary**

Staff provided Council with an overview of a proposed approach and timeline for updating the City's Strategic Plan.

#### **5:00-6:00 p.m. Heights District Plan Update**

*Rebecca Kennedy, Long Range Planning Manager, 487-7896; Teresa Brum, Economic Development Division Manager, 487-7949*

**Summary**

Staff presented Council with an update on the Heights District planning process. Council provided feedback regarding Planning Commission recommendations pertaining to implementation of the plan and zoning within the district.

**COUNCIL DINNER/ADMINISTRATIVE UPDATES (6 PM)****COUNCIL REGULAR MEETING****Pledge of Allegiance****Call to Order and Roll Call**

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle in the Council Chambers of City Hall, 415 W. 6th Street, Vancouver, Washington.

**Present:** Councilmembers Fox, Paulsen, Lebowsky, Glover, Hansen, Mayor McEnerny-Ogle

**Absent:** Councilmember Stober

**Motion** by Councilmember Hansen, seconded by Councilmember Lebowsky, and carried unanimously to excuse Councilmember Stober.

**Proclamations****- Women's History Month**

Mayor McEnerny-Ogle read and presented a proclamation to Gala Miller, representing the League of Women Voters, proclaiming March as Women's History Month in Vancouver.

**- Red Cross Month**

Mayor McEnerny-Ogle read and presented a proclamation to Paul Ledesma, representing the Red Cross for Southwest Washington, proclaiming March as Women's Red Cross Month in Vancouver.

**Citizen Communication (Items 1-2)**

Mayor McEnerny-Ogle opened Citizen Communication and received the following testimony:

- Glen Yung, Vancouver, spoke regarding Item 2 and noted a payment within the claim vouchers to the consultant who facilitated the Westside Bike Mobility project Community Advisory Committee, and expressed concerns with how that process took place and was presented to the Council.

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

## **Consent Agenda (Items 1-2)**

### **1. Street vacation of partially improved right-of-way associated with the alley connecting U Street and Fort Vancouver Way**

Staff Report 026-20

**A RESOLUTION** fixing April 6, 2020, as the date for a public hearing on a proposal to vacate the public right-of-way associated with the alley connecting U Street and Fort Vancouver Way, on the south side of Fourth Plain Blvd, located within a portion of Rowley's Eighth Addition, in the Southeast Quarter of Section 23, Township 2 North, Range 1 East, Willamette Meridian, City of Vancouver, Clark County, Washington.

**AN ORDINANCE** vacating the right-of-way associated with the alley connecting U Street and Fort Vancouver Way, on the south side of Fourth Plain Blvd, located within a portion of Rowley's Eighth Addition, in the Southeast Quarter of Section 23, Township 2 North, Range 1 East, Willamette Meridian, City of Vancouver, Clark County, Washington; and providing for an effective date.

*The City has received a request from Clark Community College District No. 14 Foundation (the Applicant) to vacate a portion of public alley connecting U Street to Fort Vancouver Way, located on the south side of Fourth Plain Blvd. The right-of-way is specifically located within a portion of Rowley's Eighth Addition, within the Southeast Quarter of Section 23, Township 2 North, Range 1 East, Willamette Meridian.*

*The alley right-of-way extends from the east side of the U Street right-of-way eastward approximately 120 feet where it connects to the right-of-way for Fort Vancouver Way. This right-of-way has historically been used to provide property access to the adjoining properties, and is roughly paved, with no sidewalk, curb or gutter. The physical connection of this alley to Fort Vancouver Way was abandoned and blocked in 2016 with the construction of a stop for The Vine bus rapid transit system at this location.*

*Staff has reviewed the City's Transportation System Plan and determined there is no future need for this portion of alley right-of-way. Therefore, vacation of this alley right-of-way will have no adverse impact on the City's*

*transportation assets. Staff has contacted all private utility owners with facilities potentially located within the alley right-of-way to be vacated; there are no known private utilities identified within the right-of-way. Also, the alley right-of-way contains no known City of Vancouver utilities.*

*Generally under VMC 11.05.130, the property associated with a vacated street belongs to the abutting property owners, one-half to each, subject to vested property rights. Multiple parcels adjoin the alley right-of-way to be vacated. The single parcel on the south side of the alley is owned by the State of Washington and is part of the Clark College campus. The parcels on the north side of the alley are owned by the Applicant. The Applicant has contacted the State and they have agreed to release all interest in the subject right-of-way, allowing the applicant to obtain the entirety of the area to be vacated. A letter from the State of Washington Department of Enterprise Services is attached.*

*RCW 35.79.030 and VMC 11.05.120 authorize, but do not require, the City to collect compensation for the value of public right-of-way that is vacated. City Council may pass an ordinance to vacate a property without requiring compensation for such vacation where: (1) the property was not acquired at City expense; (2) the subject property is not needed for public travel either now or in the foreseeable future; and (3) the City's maintenance or upkeep of the subject property is unrelated to its use for public travel.*

*Records indicate that the subject area of right-of-way was dedicated in 1905 as part of the plat for Rowley's Eighth Addition; it appears that the City incurred no cost in obtaining this right-of-way. Because the physical connection of this alley to Fort Vancouver Way was abandoned with the construction of The Vine bus rapid transit system, there is no present or future transportation needs associated with this portion of alley right-of-way. Based on these circumstances, per the provisions of VMC 11.05.120(D), staff recommends that no compensation be required for the vacated right-of-way.*

Request: On Monday, March 2, 2020, adopt a resolution of intent and approve ordinance on first reading to vacate a portion of public alley connecting U Street to Fort Vancouver Way, located within the Southeast Quarter of Section 23, Township 2 North, Range 1 East, Willamette Meridian, and within Rowley's Eighth Addition, setting the date of public hearing for April 6, 2020.

*Ryan Lopossa, Streets and Transportation Manager, 487-7706*

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

Councilmember Fox questioned why the subject piece of property would be classified as having no value given the high activity area in which it is located.

Ryan Lopossa, Streets and Transportation Manager, explained that staff is not suggesting the property has no value; there is a code provision that allows Council to opt not to require compensation on surplus property if certain criteria are met, and staff historically has recommended that option when the criteria are met.

Councilmember Fox stated this specific piece of property could still provide an appropriate connection for a number of alternative modes of transportation for people accessing Clark College and asked if that is a condition the City could require. Mr. Lopossa explained it is possible and could be something staff can look at when a site plan is submitted.

Councilmember Hansen noted that the value of a parcel depends on who would be acquiring it, especially in the case of a parcel being acquired by an adjacent property owner. He also stated that the City should always be considering how much land it should be holding onto, as there will be expectations about how a piece of property is being maintained or improved and in some cases there may be a community partner better situated to make the most appropriate and beneficial enhancements to an area.

**Motion approved the request.**

## 2. **Approval of Claim Vouchers**

Request: Approve claim vouchers for March 2, 2020.

**Motion** approved claim vouchers for March 2, 2020, in the amount of \$1,934,466.93.

## **Communications**

### **A. From the Council**

Councilmember Paulsen recommended the City engage a third party to conduct a review of the Westside Bike Mobility process, noting the community contention surrounding this process and the need to assess what worked and what did not so the City can learn and adapt for future public outreach projects.

Council supported the proposal by consensus and directed the City Manager to reach out to Washington State University-Vancouver or Portland State University to determine whether either school has resources to collect this information for the City and report back to the Council.

**B. From the Mayor**

**C. From the City Manager**

**Adjournment**

7:18 p.m.

---

Anne McEnery-Ogle, Mayor

Attest:

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Natasha Ramras, City Clerk

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





## **Staff Report 030-20**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 3/16/2020

**SUBJECT** 2020 Central Curb Ramps

### **Key Points**

- Under the City's 2020 Street Preservation and Resurfacing contracts the City is resurfacing streets with hot mix asphalt (HMA) overlay treatments and preserving streets with microsurfacing and cape seal treatments.
- Per the Federal Highway Administration (FHWA), streets receiving HMA treatments are considered an alteration and are therefore required to be upgraded so that existing curb ramps meet current ADA requirements. Alterations include HMA overlay treatments, cape seals and microsurfacing.
- Project includes construction of 37 curb ramps. Approximate curb ramp locations are shown on the attached map.
- City maintenance crews do not have the available labor or equipment to do the type of work being done as part of this project.

### **Strategic Plan Alignment**

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

### **Present Situation**

The City is issuing three separate curb ramp contracts this year as part of its 2020 pavement management program. These contracts include the "2020 East Curb Ramps, the "2020 Central Curb Ramps" and the "2020 West Curb Ramps". The purpose of splitting the work into multiple contracts is to reduce each contract to a manageable size, which helps expedite ramp construction. From a construction sequencing standpoint, it is far more efficient to construct the new curb ramps in advance of the on-street pavement management resurfacing work.

This staff report and recommended action is to award the 2020 Central Curb Ramps contract

only. The 2020 East Curb Ramps were awarded at the February 24 Council meeting. The 2020 West Curb Ramps are also on the March 16 Council agenda.

On February 25, 2020, the City received eight bids for the 2020 Central Curb Ramps project. The bids ranged from \$343,000 to \$470,000 dollars. The low bidder was responsive. The bids are as follows:

| <b>SUMMARY OF BIDS</b>                                   |                                         |
|----------------------------------------------------------|-----------------------------------------|
| <b>BIDDER</b>                                            | <b>AMOUNT</b>                           |
| Halme Excavating, Inc., Battle Ground, WA                | \$343,763.50                            |
| Clark and Sons Excavating, Inc., Battle Ground, WA       | \$384,749.54                            |
| NW Construction GC Inc., Battle Ground, WA               | \$409,979.64                            |
| Advanced Excavating Specialists (AES), LLC, Longview, WA | \$414,008.00                            |
| Barcott Construction LLC, Chehalis, WA                   | \$454,423.64                            |
| Lee Contractors LLC, Battle Ground, WA                   | \$ 455,388.40                           |
| MJ Hughes Construction, Vancouver, WA                    | \$460,309.76                            |
| 3 Kings Environmental, Inc., Battle Ground, WA           | \$469,379.59                            |
| <i>Engineers' Estimate</i>                               | <i>\$400,000.00 to<br/>\$450,000.00</i> |

#### **Advantage(s)**

1. Will construct curb ramps in advance of the annual paving contract, which will allow the paving to be done much faster and more efficiently.
2. Will ensure that cuts in the street from ramp construction will be completed before the final paving, which will prolong the life of the new pavement.
3. Will install ADA-compliant curb ramps at intersections with sidewalks but without ramps.

#### **Disadvantage(s)**

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

#### **Budget Impact**

The project is currently funded through the Pavement Management Program in the Street Fund (\$400,000.00). No additional budget appropriation is required.

#### **Prior Council Review**

None

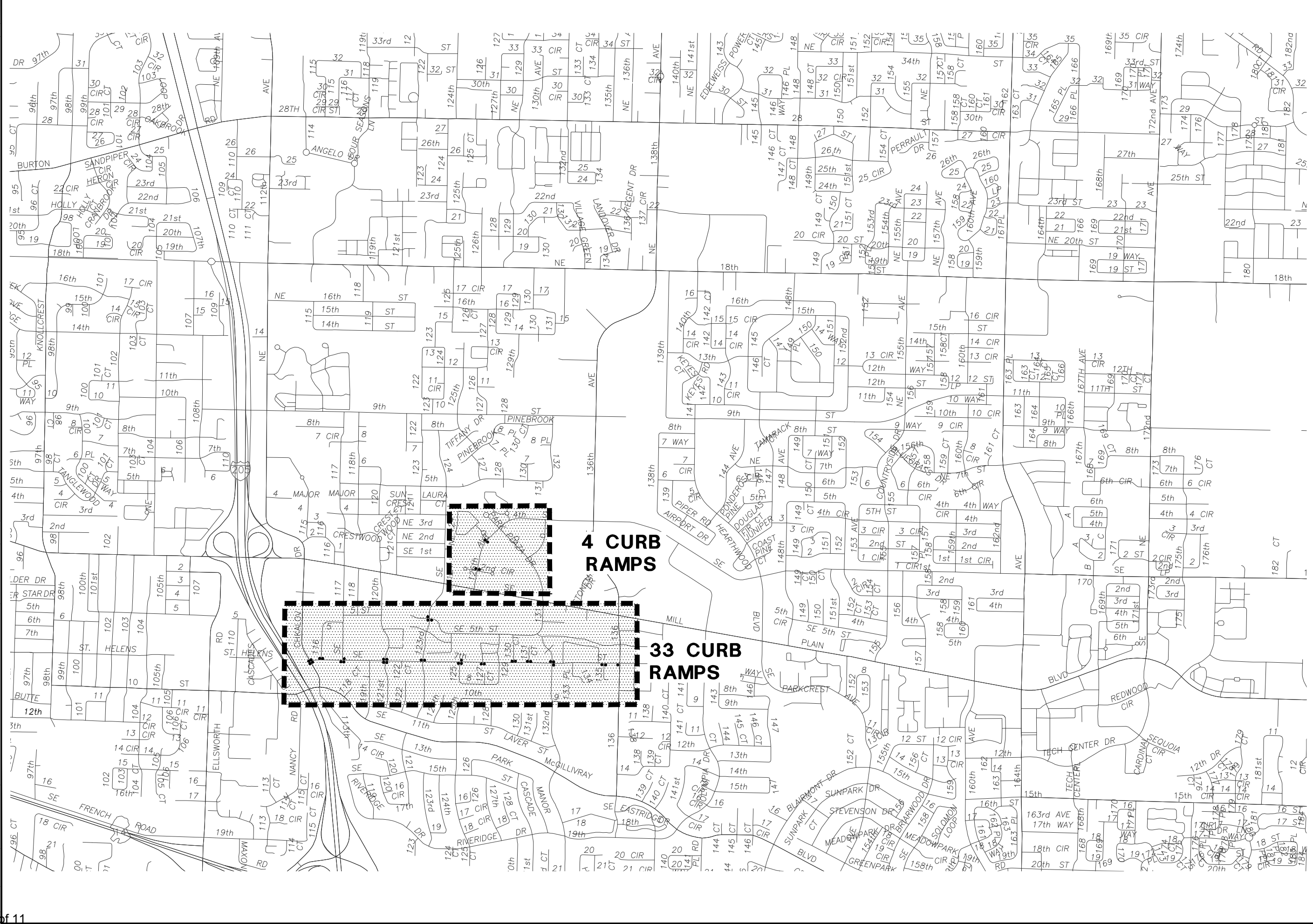
**Action Requested**

On March 16, 2020, award a construction contract for the 2020 Central Curb Ramps project to the lowest responsive and responsible bidder; authorize the City Manager or his designee to sign a contract with Halme Excavating, Inc. from Battle Ground, Washington, at their bid price of \$343,763.50, which includes Washington State sales tax; and authorize the City Manager to approve any subsequent legal action necessary to enforce the terms of such contract.

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

**ATTACHMENTS:**

- ▣ Vicinity Map
- ▣ Contract



## 2020 CENTRAL CURB RAMPS

## VICINITY MAP

PROJECT NUMBER  
**072820**  
TASK NUMBER

|                 |             |                  |                    |
|-----------------|-------------|------------------|--------------------|
| DRAWING NUMBER: | SCALE       |                  | DATE: JANUARY 2020 |
|                 | HORIZONTAL: |                  | DESIGNED BY:       |
| VERTICAL:       |             | DRAWN BY: DJM    |                    |
|                 |             | CHECKED BY: CAS  |                    |
|                 |             | APPROVED BY: MHA |                    |
| DATE            |             | No.              | REVISIONS          |
|                 |             |                  |                    |
|                 |             |                  |                    |
|                 |             |                  |                    |
|                 |             |                  |                    |

|                                |                    |
|--------------------------------|--------------------|
| DRAWING<br>NUMBER: G01-G03.DWG | DATE: JANUARY 2020 |
|--------------------------------|--------------------|

**PUBLIC WORKS  
TRANSPORTATION  
P.O. BOX 1995  
VANCOUVER, WA  
98668-1995  
360-487-7750  
FAX: 360-487-4781**



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2 BUSINESS DAYS  
BEFORE YOU DIG  
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"It's the Law"**



**CITY OF VANCOUVER**

**CONTRACT # \_\_\_\_\_**

**ITB #20-03: 2020 CENTRAL CURB RAMPS**

THIS CONTRACT effective this \_\_\_\_\_ day of \_\_\_\_\_, 2020 is entered into by and between Halme Excavating Inc, hereinafter referred to as the Contractor, and the City of Vancouver, a municipal corporation of the State of Washington, hereinafter referred to as the Owner.

1. **Contractor's Obligation:** The Contractor, for and in consideration of the sum to be paid to it by the Owner in the manner and at the times provided, hereinafter and in the Specifications, and in consideration of the covenants and agreements herein contained, which documents are incorporated into and made a part of this contract, hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary for construction and installation of the following improvements:

This contract provides for the improvement of \*\*\* curbs, sidewalks, excavation, minor paving \*\*\* and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

**The contract work shall be fully complete within 50 working days from the Notice to Proceed date.**

The Contractor agrees to perform the work and furnish the materials in a most substantial and workmanlike manner and within the time limits stated in this Contract. The Contractor agrees that it will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

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

At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  2. Have a current Washington Unified Business Identifier (UBI) number;
  3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
  4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
  5. If applicable, have:
    - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    - b. A Washington Employment Security Department reference number, as required in Title 50 RCW;
    - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - d. An electrical contractor license, if required by Chapter 19.28 RCW;
    - e. An elevator contractor license, if required by Chapter 70.87 RCW.
  6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
4. **City of Vancouver Business & Occupational License:** Contractors will be required to get a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at 800-451-7985, or go to [www.bls.dor.wa.gov/cities/vancouver.aspx](http://www.bls.dor.wa.gov/cities/vancouver.aspx) or [www.cityofvancouver.us/businesslicense](http://www.cityofvancouver.us/businesslicense), to determine whether a business license is required pursuant to VMC Ch. 5.04.
5. **Owner's Obligation:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the Vancouver City Council, the Owner agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.4% Washington State Sales Tax (if applicable):

\*\*\*\*\* \$343,763.50 \*\*\*\*\*

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

5. **Contractor's Insurance:** The Contractor agrees to procure insurance coverage as required by Section 1-07.18 of the Special Provisions.
6. **Contractor's Bond:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Contract Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price executed by itself as principal and by a surety company authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
7. **Employment of Labor:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by law.
8. **Payment of Labor:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the Bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **February 25, 2020**.

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

9. **Payment to the Contractor:** Payment to the Contractor of the Contract price by the Owner shall be made in checks drawn on the fund provided therefore. Payment shall be in the manner provided below unless another manner has been specified in the Special Provisions.

Progress payments to the Contractor shall be made within 30 days of receipt of the signed progress payment request, as approved by the Owner, for work completed during the previous month. There will be reserved and retained from monies earned by the Contractor on estimates during the progress of the improvements of work, a sum equal to 5 percent of all such estimates. Said retained amount shall be held in trust in accordance with the Specifications and Chapter 60.28 RCW.

Payment of the retained percentage shall be withheld, by the owner, for a period of 45 days following the completion of all Contract work, as defined by WSDOT Section 1-01.3, and shall be paid the Contractor at the expiration of 60 days per Chapter 39.12 RCW and Chapter 60.28 RCW, in the event no claims, as provided by law, have been filed against such funds; and provided further, that releases or certificates have been obtained from the State Department of Labor and Industries, from the State Department of Revenue, and the Employment Security Department and all other departments and agencies having jurisdiction over the activities of the Contractor. In the event such claims are filed, the Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims, together with a sum sufficient to defray the cost of foreclosure action and to cover attorney fees as determined by the Owner.

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

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed, with Procurement Services, the Labor and Industries executed Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in WAC 296-127-320 *Payroll*. A Contractor and all subcontractors shall, within ten days after it receives a written request, as defined by RCW 39.12.010(4) file a certified copy of the payroll records with the Owner. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

10. **Indemnity**: Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

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

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



contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

11. **Ownership of Records and Documents – Public Disclosure:** All materials, writings and products produced by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writings and products to the City. A copy may be retained by the Contractor. In the event the City receives a public record request for such materials, writings of products the City may, in its discretion, notify the Contractor of such request and withholds disclosure of such information for not less than five (5) business days to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees, or penalty assessment under Chapter 42.56 RCW.
12. **Amendments:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Contract.
13. **Jurisdiction/Venue:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.
14. **Assignment:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without express written authorization.
15. **Termination for Convenience:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.
16. **Termination for Cause:** In the event the Contractor is, or has been, in violation of the terms of this Contract, including the Invitation to Bid, the Owner reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by the Owner that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, the City after setting up a new delivery or

performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

17. **Opportunity to Cure:** The Owner at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a “Notice to Cure” to Contractor setting forth the remedies sought by Owner and the deadline to accomplish the remedies. If the Contractor fails to remedy to the Owner’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the Owner shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against the Contractor and it’s sureties for said breach or default, including but not limited to termination of this Contract for convenience.
18. **Bid Documents & Contract:** The complete Contract includes these parts: this Contract, the terms of this Invitation to Bid and any addenda thereto, the Contractor’s complete Bid Form, the City of Vancouver Amendments to the 2018 WSDOT Standard Specifications, the Special Provisions and Plans are all incorporated herein and made a part of this Contract by this reference. These parts complement each other in describing a complete Work. Any requirement in one part binds as if stated in all parts.
19. **Order of Precedence:** Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
1. Amendments to the Contract,
  2. This Contract,
  3. Addenda to the Solicitation,
  4. The Solicitation,
  5. Contractor’s Bid,
  6. Special Provisions,
  7. Contract Plan Set,
  8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
  9. City of Vancouver Standard Plans,
  10. WSDOT Amendments to the WSDOT Standard Specifications,
  11. WSDOT Standard Specifications,
  12. WSDOT Standard Plans.
20. **Notices:** Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto:

Owner:  
Procurement Services Manager  
City of Vancouver  
415 W 6<sup>th</sup> St  
P O Box 1995  
Vancouver WA 98668-1995

Contractor:  
Halme Excavating Inc  
22514 NE 72<sup>nd</sup> Ave  
Battle Ground, WA 98604

Original signed at Vancouver, Washington, on the dates listed below.

**CITY OF VANCOUVER**  
A municipal corporation

**CONTRACTOR:**  
Halme Excavating Inc

\_\_\_\_\_  
Eric Holmes, City Manager

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Printed Name / Title

Attest:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Natasha Ramras, City Clerk

Approved as to form:

\_\_\_\_\_  
Jonathan J. Young, City Attorney



## **Staff Report 031-20**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 3/16/2020

**SUBJECT** 2020 West Curb Ramps

### **Key Points**

- Under the City's 2020 Street Preservation and Resurfacing contracts the City is resurfacing streets with hot mix asphalt (HMA) overlay treatments and preserving streets with microsurfacing and cape seal treatments.
- Per the Federal Highway Administration (FHWA), streets receiving treatments that are considered an alteration are required to be upgraded so that existing curb ramps meet current ADA requirements. Alterations include HMA overlay treatments, cape seals and microsurfacing.
- Project includes construction of 43 curb ramps. Approximate curb ramp locations are shown on the attached map.
- City maintenance crews do not have the available labor or equipment to do the type of work being done as part of this project.

### **Strategic Plan Alignment**

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

### **Present Situation**

The City is issuing three separate curb ramp contracts this year as part of its 2020 pavement management program. These contracts include the "2020 East Curb Ramps, the "2020 Central Curb Ramps" and the "2020 West Curb Ramps". The purpose of splitting the work into multiple contracts is to reduce each contract to a manageable size, which helps expedite ramp construction. From a construction sequencing standpoint, it is far more efficient to construct the new curb ramps in advance of the on-street pavement management resurfacing work.

This staff report and recommended action is to award the 2020 West Curb Ramps contract only.

The 2020 East Curb Ramps were awarded at the February 24 Council meeting. The 2020 Central Curb Ramps are also on the March 16 Council agenda

On March 3, 2020, the City received seven bids for the West Curb Ramps project. The bids ranged from \$407,000.00 to \$562,000.00 . The low bidder was responsive. The bids are as follows:

| <b>SUMMARY OF BIDS</b>                                   |                     |
|----------------------------------------------------------|---------------------|
| <b>BIDDER</b>                                            | <b>AMOUNT</b>       |
| Clark and Sons Excavating, Inc., Battle Ground, WA       | \$407,200.00        |
| Halme Excavating, Inc., Battle Ground, WA                | \$423,515.00        |
| NW Construction GC Inc., Battle Ground, WA               | \$424,985.00        |
| Advanced Excavating Specialists (AES), LLC, Longview, WA | \$479,900.00        |
| 3 Kings Environmental, Inc., Battle Ground, WA           | \$524,650.00        |
| Lee Contractors LLC, Battle Ground, WA                   | \$551,400.00        |
| MJ Hughes Construction, Vancouver, WA                    | \$561,489.60        |
| <i>Engineers' Estimate</i>                               | <i>\$550,000.00</i> |
|                                                          | <i>to</i>           |
|                                                          | <i>\$600,000.00</i> |

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project (based on the Engineer's Estimate and/or actual bid being greater than \$500,000). Clark and Sons Excavating, Inc., Battle Ground, WA, has submitted an Apprenticeship Utilization Plan to meet or exceed this goal.

#### **Advantage(s)**

1. Will construct curb ramps in advance of the annual paving contract, which will allow the paving to be done much faster and more efficiently.
2. Will ensure that cuts in the street from ramp construction will be completed before the final paving, which will prolong the life of the new pavement.
3. Will install ADA-compliant curb ramps at intersections with sidewalks but without ramps.

#### **Disadvantage(s)**

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

#### **Budget Impact**

The project is currently funded through the Pavement Management Program in the Street Fund (\$450,000.00). No additional budget appropriation is required.

**Prior Council Review**

None

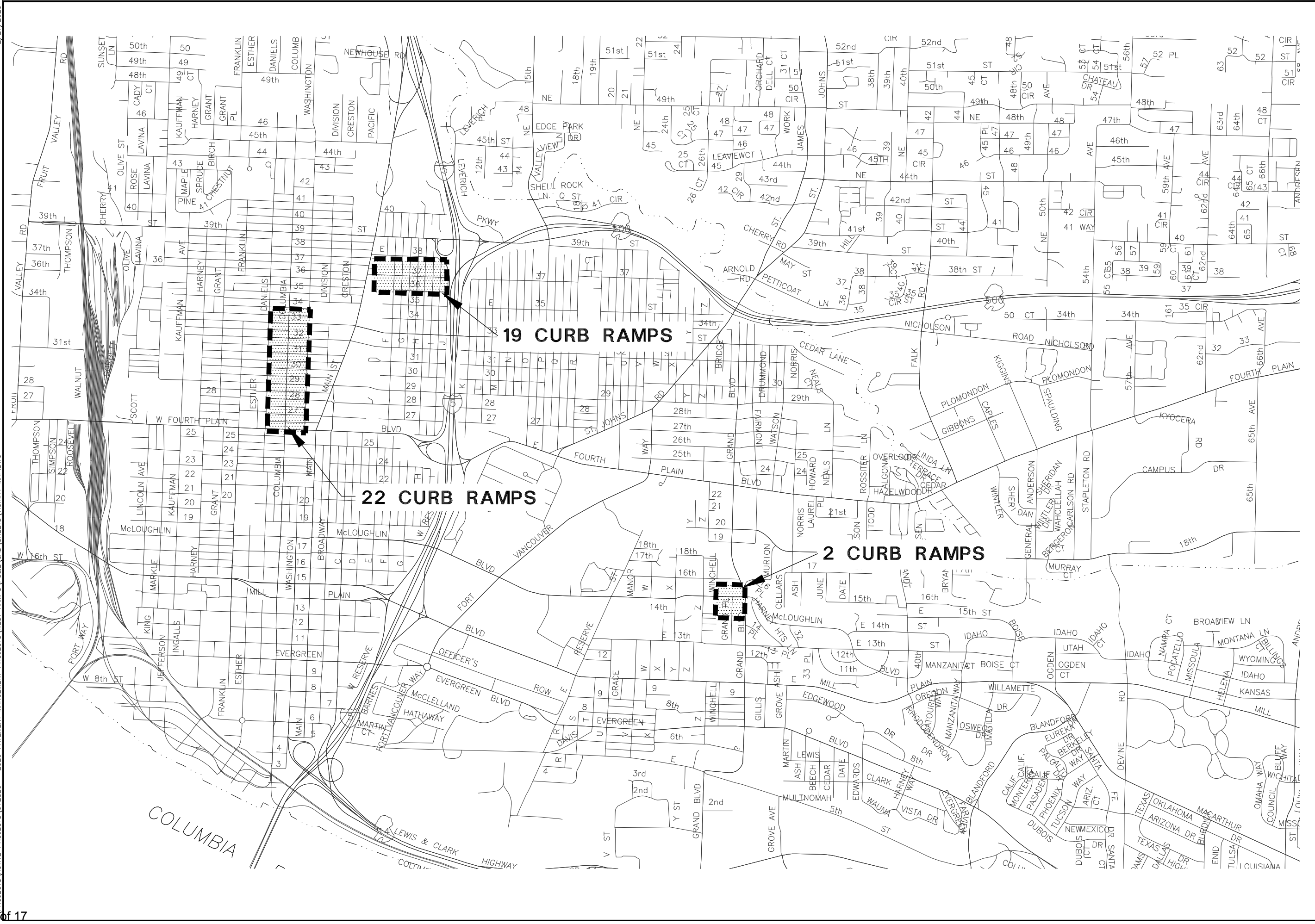
**Action Requested**

On March 16, 2020, award a construction contract for the 2020 West Curb Ramps project to the lowest responsive and responsible bidder; authorize the City Manager or his designee to sign a contract with Clark and Sons Excavating, Inc., from Battle Ground, Washington, at their bid price of \$407,200.00, which includes Washington State sales tax; and authorize the City Manager to approve any subsequent legal action necessary to enforce the terms of such contract.

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

**ATTACHMENTS:**

- ▣ Vicinity Map
- ▣ Contract



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2 BUSINESS DAYS  
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"It's the Law"

CLARK COUNTY UTILITIES COORDINATING COUNCIL

**PUBLIC WORKS**  
TRANSPORTATION  
P.O. BOX 1995  
VANCOUVER, WA  
98668-1995  
360-487-7750  
FAX: 360-487-4781

DATE: February 2020

DESIGNED BY: DJM

DRAWN BY: CAS

CHECKED BY: MHA

APPROVED BY: MHA

REVISIONS

SCALE

HORIZONTAL:

VERTICAL:

DATE

No.

**2020 WEST CURB RAMPS**

**VICINITY MAP**

PROJECT NUMBER  
**072820**

TASK NUMBER

SHEET

OF



**CONTRACT # Contract/PO#**  
**BID 20-08: 2020 WEST CURB RAMPS**

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and Clark & Sons Excavating Inc hereinafter referred to as "Contractor," whose address is 7601 NE 289<sup>th</sup> St, Battle Ground WA 98604, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for 2020 WEST CURB RAMPS. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. [20-08] and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on March 16, 2020, per Staff Report No. 031-20; and

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

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

**This contract provides for the improvement of \*\*\* curbs, sidewalks, excavation, minor paving \*\*\* and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."**

**The Work shall be fully complete within 55 working days from the Notice to Proceed (NTP) date.**

2. **EFFECTIVE DATE:** This Contract is effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.
3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.
4. **CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as



necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  2. Have a current Washington Unified Business Identifier (UBI) number;
  3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
  4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
  5. If applicable, have:
    - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
    - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
    - v. An elevator contractor license, if required by Chapter 70.87 RCW.
  6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- 5. DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- 6. COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.4% Washington State Sales Tax (if applicable) \$407,200.00 .
- The amount finally to be paid is, however, variable upon the work actually performed and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Proposal and as modified by any and all approved Change Orders.
- 7. CONTRACTOR'S INSURANCE:** The Contractor agrees to procure insurance coverage as required below:

| COVERAGE                                                                                                                                                                                                              | LIMITS OF LIABILITY |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>I. Commercial General Liability:</b>                                                                                                                                                                               |                     |
| Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability                                                                                                             |                     |
| Each Occurrence                                                                                                                                                                                                       | \$1,000,000         |
| General Aggregate Per Occurrence                                                                                                                                                                                      | \$2,000,000         |
| Products & Completed Operations Aggregate                                                                                                                                                                             | \$2,000,000         |
| Personal and Advertising Injury                                                                                                                                                                                       | \$1,000,000         |
| Blanket Contractual Liability                                                                                                                                                                                         | \$1,000,000         |
| <b>II. Commercial Automobile Liability</b>                                                                                                                                                                            |                     |
| Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.                       |                     |
| Combined Single Limit                                                                                                                                                                                                 | \$1,000,000         |
| <b>III. Workers' Compensation (applicable to the State of Washington)</b>                                                                                                                                             |                     |
| Per Occurrence                                                                                                                                                                                                        | Statutory           |
| Employer's Liability                                                                                                                                                                                                  | \$1,000,000         |
| Disease Each Employee                                                                                                                                                                                                 | \$1,000,000         |
| Disease Policy Limit                                                                                                                                                                                                  | \$1,000,000         |
| Each Claim                                                                                                                                                                                                            | \$1,000,000         |
| Annual Aggregate                                                                                                                                                                                                      | \$2,000,000         |
| <b>IV. Excess or Umbrella Liability</b>                                                                                                                                                                               |                     |
| Each Occurrence                                                                                                                                                                                                       | \$1,000,000         |
| Annual Aggregate                                                                                                                                                                                                      | \$1,000,000         |
| Excess or umbrella liability coverage shall be excess over and as least as broad in coverage as the Contractor's Commercial General and Auto Liability insurance                                                      |                     |
| <b>V. Builders Risk</b>                                                                                                                                                                                               |                     |
| Builder's "All Risk" Property Insurance                                                                                                                                                                               | Contract Value      |
| a. Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value.                                                    |                     |
| b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a". |                     |

**8. CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.

**9. DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this

Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.

**10. EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.

**11. PAYMENT OF LABOR:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

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

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

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

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department a Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records

using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

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

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

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

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

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

- 16. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.

- 17. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 18. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.
- 19. JURISDICTION/VENUE:** In the event that any litigation should arise concerning the construction or interpretation of the terms and/or conditions of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.
- 20. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Contract, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 21. ASSIGNMENT:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.
- 22. TERMINATION FOR CONVENIENCE:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

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

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

- 24. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and it's sureties for said breach or default, including but not limited to termination of this Contract for convenience.
- 25. WAIVER AND REMEDIES:** City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 26. ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.
- 27. USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.
- 28. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.
- 29. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.
- 30. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.
- 31. INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts, and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Amendments to the Contract,
2. This Contract,

3. Addenda to the Solicitation,
4. The Solicitation,
5. Contractor's Proposal,
6. Special Provisions,
7. Contract Plan Set,
8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
9. General Conditions for Facility Construction,
10. City of Vancouver Standard Plans,
11. WSDOT Amendments to the WSDOT Standard Specifications,
12. WSDOT Standard Specifications,
13. WSDOT Standard Plans.

**32. NOTICES:** Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto.

Anna Vogel  
City of Vancouver  
415 W 6<sup>th</sup> St.  
PO Box 1995  
Vancouver WA 98668-1995

Josiah Thomas  
Clark and Sons Excavating Inc  
7601 NE 289<sup>th</sup> St  
Battle Ground WA 98604

By signing below, Contractor accepts the terms and conditions of this Contract and specifically acknowledges and agrees that the provisions contained herein have been mutually negotiated by the Parties.

**CITY OF VANCOUVER**, A municipal corporation

**CONTRACTOR:**  
**Contractor Name**

\_\_\_\_\_  
Eric Holmes, City Manager

\_\_\_\_\_  
By: (Proprietor, partner, or corporate president must sign)

Attest:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Natasha Ramras, City Clerk

\_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
Jonathan Young, City Attorney





## LABOR AND MATERIALS PAYMENT BOND

**(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM. MUST BE ACCOMPANIED BY A POWER OF ATTORNEY FOR THE SURETY'S OFFICER AUTHORIZED TO SIGN)**

KNOW ALL MEN BY THESE PRESENTS:

We the Undersigned \_\_\_\_\_ as  
PRINCIPAL (Contractor) and \_\_\_\_\_  
a corporation organized and existing under and by virtue of the laws of the state of \_\_\_\_\_,  
and duly authorized to do surety business in the state of Washington and named on  
the current list of approved surety companies acceptable on federal bonds and conforming with the  
underwriting limitations as published in the Authorized Insurance List in the State of Washington  
published by the Office of the Insurance Commissioner and which carries an "A" rating and is of the  
appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold  
and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, unto CITY OF VANCOUVER, as OBLIGEE, in the sum of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_) in lawful money of the United States of  
America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with  
CITY OF VANCOUVER dated \_\_\_\_\_, 20\_\_\_\_, which contract is hereunto annexed  
and made a part hereof, for accomplishment of the all contract terms for the project described as  
follows:

### ITB 20-08 2020 WEST CURB RAMPS

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms, subcontractors,  
corporations and/or others furnishing materials for or performing labor in the prosecution of the Work  
provided for in the aforesaid contract, and any authorized extension or modification thereof, including  
all amounts due for materials, equipment, mechanical repairs, transportation, tools and services  
consumed or used in connection with the performance of such Work, and for all labor performed in  
connection with such Work whether by subcontractor or otherwise, and all other requirements imposed  
by law, then this obligation shall become null and void; otherwise this obligation shall remain in full  
force and effect, subject, however, to the following condition:

The above-named PRINCIPAL and SURETY hereby jointly and severally agree that every claimant,  
who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to  
final judgment in for such sum or sums as may be justly due claimant, and have execution thereon. The  
OBLIGEE shall not be liable for the payment of any judgment, costs, expenses or attorneys' fees of any  
such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all  
changes, extensions of time, alterations to the terms of the contract or to Work to be performed  
thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's  
undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time,  
alteration or addition to the terms of the contract or to the Work or to the Specifications. Any such  
change, extension of time, alteration or addition to the terms of the contract or to the Work or to the  
Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount,  
provided that the total of such increases shall not exceed twenty-five percent (25%) of the original  
amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project.

SURETY shall indemnify, defend, and protect the CITY OF VANCOUVER against any claim of direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors, or lower tier subcontractors of the CONTRACTOR) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, materialpersons, or any other person who provides supplies or provisions for carrying out the work.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

By\*: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State ZIP

\_\_\_\_\_  
City, State ZIP

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number

\* Must be signed by president or vice-president of Contractor.

## PERFORMANCE BOND

**(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM. MUST BE ACCOMPANIED BY A POWER OF ATTORNEY FOR THE SURETY'S OFFICER AUTHORIZED TO SIGN)**

KNOW BY ALL MEN BY THESE PRESENTS:

We the undersigned \_\_\_\_\_ as  
PRINCIPAL (hereinafter called CONTRACTOR), and \_\_\_\_\_  
a corporation organized and existing under and by virtue of the laws of the state of \_\_\_\_\_  
\_\_\_\_\_ duly authorized to do surety business in the state of Washington and named on the  
current list of approved surety companies acceptable on federal bonds and conforming with the  
underwriting limitations as published in the Authorized Insurance List in the State of Washington  
published by the Office of the Insurance Commissioner and which carries an "A" rating and is of the  
appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold  
and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, to pay to CITY OF VANCOUVER as OBLIGEE (hereinafter called CITY OF VANCOUVER), the  
amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_  
\_\_\_\_\_) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with CITY OF VANCOUVER dated  
\_\_\_\_\_, 20\_\_\_\_, which Contract is hereunto annexed and made a part hereof, for  
accomplishment of the all contract terms for the project described as follows:

### ITB 20-08 2020 WEST CURB RAMPS

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall  
promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions, and  
agreements of the aforesaid contract and having performed its obligations thereunder, then this  
obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever CONTRACTOR shall be declared by CITY OF VANCOUVER to be in default under the  
Contract Documents for the project described herein, the SURETY shall promptly remedy the default by  
completing the project in accordance with the Contract Documents and the project Specifications with a  
contractor approved by the CITY OF VANCOUVER. SURETY, for value received, further stipulates and  
agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or  
Specifications for the above described contract are within the scope of the SURETY's undertaking on this  
bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to  
the terms of the contract or to the Work or to the Specifications. Any such change, extension of time,  
alteration or addition to the terms of the contract or to the Work or to the Specifications shall  
automatically increase the obligation of the Surety hereunder in a like amount, provided that such  
increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the  
consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive  
payments made hereunder, until the full amount of the obligation is exhausted.

SURETY shall indemnify, defend, and protect the CITY OF VANCOUVER against any claim of  
direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees,

subcontractors, or lower tier subcontractors of the CONTRACTOR) to faithfully perform the terms of the contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY OF VANCOUVER or its heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

By\*: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State ZIP

\_\_\_\_\_  
City State ZIP

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number

\* Must be signed by president or vice-president of Contractor.



## **Staff Report 032-20**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 3/16/2020

**SUBJECT** 2018 Joint Agency Slurry Seal Project Contract Amendment (for 2020 work)

### **Key Points**

- The City maintains approximately 1,900 lane miles of streets in its system.
- The City's annual resurfacing and preservation contracts are the primary way that the streets get curb-to-curb work done on them.
- 2020 work includes approximately 39 lane miles of slurry seal street preservation.
- City maintenance crews do not have the capacity or equipment to do the type of work being done as part of this project.

### **Strategic Plan Alignment**

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

### **Present Situation**

On April 3, 2018, the City received bids for the 2018 Joint Agency Slurry Seal Project, which was awarded to Blackline, Inc. of Vancouver, Washington, with the City of Vancouver's portion of the work being approved for \$412,180.00. As part of the bid, the contractor executed a separate contract with each agency. In addition, the participating agencies reserved the right to extend the contract for two (2) one-(1) year periods with the same terms and conditions and the option to review unit prices for adjustment due to inflation and amount of work.

At the end of 2019, the City and partnering agencies discussed a contract extension with Blackline for 2020 and decided that it was in the parties' mutual best interests to enter into such an extension. All 2020 work quantities were sent to Blackline, Inc. and proposed 2020 pricing was agreed upon for the unit bid items. The estimated 2020 City of Vancouver portion of the work is \$438,750.00.

**Advantage(s)**

1. Will result in improved pavement on approximately 39 lane miles of streets in Vancouver, protecting the City's investment in its street network.
2. The City of Vancouver, Clark County, City of Washougal and City of Camas are working cooperatively to make the best use of limited funds and save administrative costs and time during the bidding process by extending the contract.
3. Will reduce higher maintenance costs on City streets as well as extend the life of the pavement before more costly treatments are required.

**Disadvantage(s)**

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

**Budget Impact**

The project is currently funded through the Pavement Management Program in the Street Fund (\$450,000). No additional budget appropriation is required.

**Prior Council Review**

None

**Action Requested**

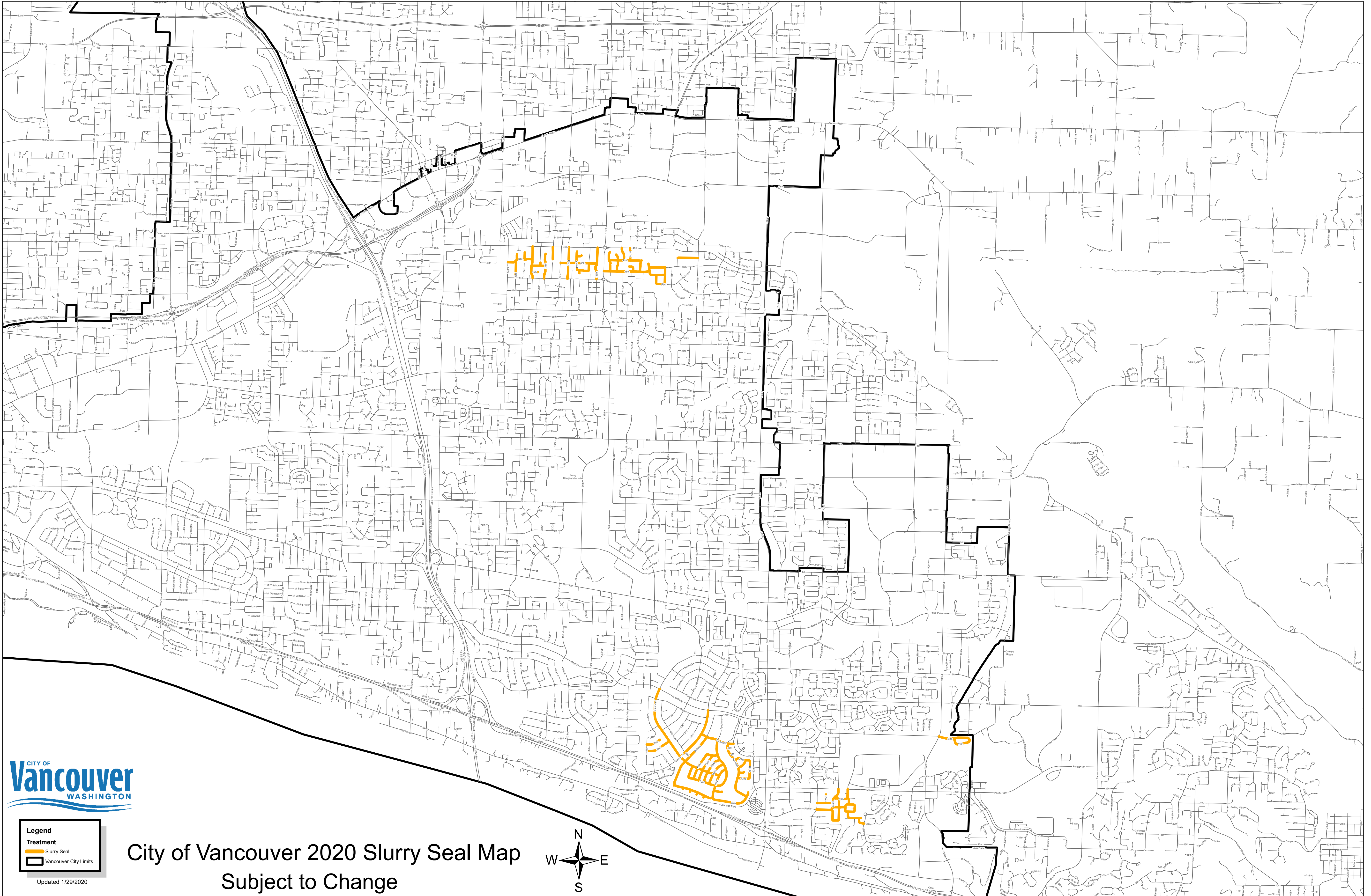
On March 16, 2020, amend the construction contract with Blackline, Inc, of Vancouver, Washington, for the 2018 Joint Agency Slurry Seal Project for sealing for one (1) additional year for the adjusted bid price of \$438,750.00, which includes Washington State sales tax.

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

**ATTACHMENTS:**

- ▣ 2020 Slurry Seal Map
- ▣ Slurry Seal Contract Amendment





**Legend**

**Treatment**

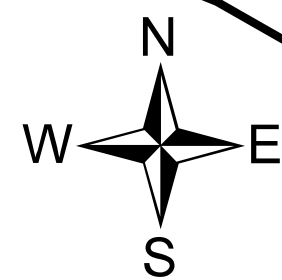
Slurry Seal

Vancouver City Limits

Updated 1/29/2020

# City of Vancouver 2020 Slurry Seal Map

Subject to Change





**AMENDMENT No. 2**  
**FORMAL BID AGREEMENT**  
**BID #18-7: 2018 JOINT AGENCY SLURRY SEAL PROJECT**

This is an Amendment to **Contract** No. 90497 dated July 23, 2018, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Blackline, Inc hereinafter referred to as "Contractor", whose address is 13023 NE Hwy 99, Suite 7 – PMB196, Vancouver, WA 98686.

This amendment provides for the improvement of \*\*\*various roads in the City of Vancouver, by placing slurry sealing (per the attached Street Lists and Plans)\*\*\* and other work, all in accordance with the Contract Plans, Contract Provisions, Special Provisions and the Standard Specifications contained in BID #18-7: Joint Agency Slurry Seal Project.

1. This work shall be performed on the streets listed in herein attached spreadsheet and by reference made part of this Amendment "City of Vancouver 2020 Slurry Seal Streets List" and as shown on herein attached "2019 COV Slurry Project Proposal" and by reference made part of this Amendment "City of Vancouver 2020 Slurry Seal Streets Map," "City of Vancouver 2020 Area Maps Combined" and at the direction of City personnel.
2. Compensation for work performed shall be calculated based on updated pricing contained in herein attached document and by reference made part of this Amendment "2020 COV Slurry Project Proposal".
3. Total compensation to Contractor for work performed shall not exceed Four Hundred Thirty Eight Thousand Seven Hundred and Fifty Dollars and 00/100 as detailed in herein attached spreadsheet and by reference made part of this Amendment. Any changes must be approved by written change order on City authorized forms and signed by all parties.
4. The following special conditions shall apply to work performed under this Amendment. In case of conflict these special conditions shall apply.
  - a. Work in the City of Vancouver shall begin on or after July 6, 2020. Slurry sealing on City of Vancouver streets shall be completed by July 31, 2020.
  - b. Striping may be removed with either a hydroblaster or a grinder. Road surfaces shall be undamaged, clean and dry after striping removal.
  - c. The City will complete all striping and will be responsible for its layout.
  - d. Speed Bump Clarification – treatment shall cover any speed bumps.
  - e. The City of Vancouver will require that the contractor place a cone in all driveways of residents that will be affected by the slurry seal work that day.



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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**CITY OF VANCOUVER,**  
A municipal corporation

**CONTRACTOR:**  
Blackline, Inc

\_\_\_\_\_  
Eric Holmes, City Manager      Date

\_\_\_\_\_  
Signed Name                      Date

Attest:

\_\_\_\_\_  
Natasha Ramras, City Clerk

\_\_\_\_\_  
Printed Name                      Title

Approved as to form:

\_\_\_\_\_  
Jonathan Young, City Attorney



## **Staff Report 032-20**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 3/16/2020

**SUBJECT** 2018 Joint Agency Slurry Seal Project Contract Amendment (for 2020 work)

### **Key Points**

- The City maintains approximately 1,900 lane miles of streets in its system.
- The City's annual resurfacing and preservation contracts are the primary way that the streets get curb-to-curb work done on them.
- 2020 work includes approximately 39 lane miles of slurry seal street preservation.
- City maintenance crews do not have the capacity or equipment to do the type of work being done as part of this project.

### **Strategic Plan Alignment**

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

### **Present Situation**

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**Advantage(s)**

1. Will result in improved pavement on approximately 39 lane miles of streets in Vancouver, protecting the City's investment in its street network.
2. The City of Vancouver, Clark County, City of Washougal and City of Camas are working cooperatively to make the best use of limited funds and save administrative costs and time during the bidding process by extending the contract.
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**Disadvantage(s)**

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

**Budget Impact**

The project is currently funded through the Pavement Management Program in the Street Fund (\$450,000). No additional budget appropriation is required.

**Prior Council Review**

None

**Action Requested**

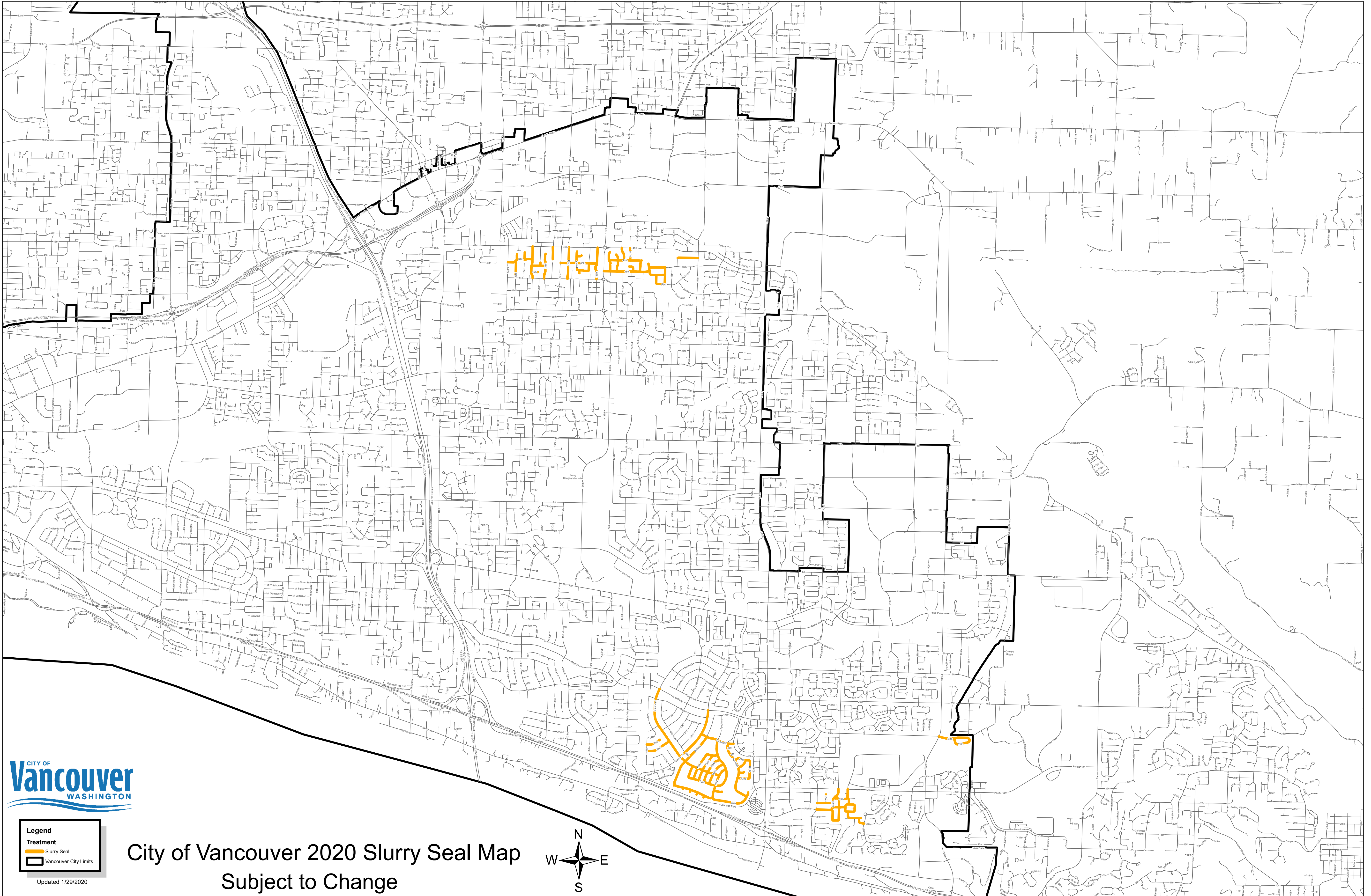
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*Chris Sneider, Senior Civil Engineer, 487-8239*

**ATTACHMENTS:**

- ▣ 2020 Slurry Seal Map
- ▣ Slurry Seal Contract Amendment





**Legend**

**Treatment**

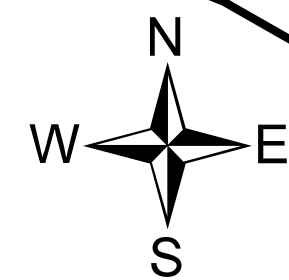
Slurry Seal

Vancouver City Limits

Updated 1/29/2020

# City of Vancouver 2020 Slurry Seal Map

Subject to Change





**AMENDMENT No. 2**  
**FORMAL BID AGREEMENT**  
**BID #18-7: 2018 JOINT AGENCY SLURRY SEAL PROJECT**

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  - c. The City will complete all striping and will be responsible for its layout.
  - d. Speed Bump Clarification – treatment shall cover any speed bumps.
  - e. The City of Vancouver will require that the contractor place a cone in all driveways of residents that will be affected by the slurry seal work that day.

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**CITY OF VANCOUVER,**  
A municipal corporation

**CONTRACTOR:**  
Blackline, Inc

\_\_\_\_\_  
Eric Holmes, City Manager      Date

\_\_\_\_\_  
Signed Name                      Date

Attest:

\_\_\_\_\_  
Natasha Ramras, City Clerk

\_\_\_\_\_  
Printed Name                      Title

Approved as to form:

\_\_\_\_\_  
Jonathan Young, City Attorney



**Staff Report 033-20**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 3/16/2020

**SUBJECT** Additional purchase of video production, broadcast equipment, and related services  
– Advanced Broadcast Solutions, LLC

**Key Points**

- The City greatly benefited from using City of Seattle Contract #03178 with Advanced Broadcast Solutions, LLC in purchasing video production equipment in terms of time and cost savings.
- On February 27, 2017, SR#016-17, Council approved spending up to a maximum of \$850,000 over the life of the contract. After completion of multiple video equipment projects, the contract is approaching the previously approved \$850,000 threshold, and another Council approval is required for spending an additional \$400,000 with a maximum of \$1,250,000 over the life of the contract.
- Clark/Vancouver Television has ongoing replacement needs for video production equipment. Staff recommends Council approve the continued use of this five (5) year contract, extended by an additional two (2) years, ending November 30, 2020.

**Strategic Plan Alignment**

**Goal 3, Objective 3.1:** Strengthen community identity and sense of belonging.

**Present Situation**

The current franchise agreements between the City, Clark County, Comcast of Washington V, LLC, and Qwest Broadband Services, Inc. d/b/a CenturyLink provide for a capital contribution in the amount of \$1/month per subscriber for support of Public, Education, and Government (PEG) access and monthly transport costs for public I-NET users. This contribution may only be awarded to designated access providers and public I-NET users. Typically Clark/Vancouver Television is awarded between \$250,000 and \$350,000 annually for video production equipment through budget allocations from the PEG Capital Fund and/or review and approval of PEG grant requests by Council and the Clark County Council.

Currently, the City purchases video production equipment through the City of Seattle contract. The estimated spending at Advanced Broadcast Solutions, LLC in 2020 is expected to exceed the \$850,000 previously approved amount requiring another Council approval. The raising of this threshold will enable Clark/Vancouver Television to order video equipment in an expeditious manner while taking advantage of the City of Seattle contract's competitive pricing.

Clark/Vancouver Television is requesting Council approve the increased spending at Advanced Broadcast Solutions, LLC up to \$1,250,000 threshold against this contract, which covers five (5) years with an additional two (2) year extension, December 1, 2013, through November 30, 2020.

**Advantage(s)**

Leverages the purchasing power of an existing contract in place with the City of Seattle that is valid through November 30, 2020.

**Disadvantage(s)**

None.

**Budget Impact**

None. This additional purchase authority is already budgeted within the current biennial budget appropriation. This contract authority change will not impact annual spending and will not require any change in budget authorization.

**Prior Council Review**

- May 19, 2014 – Council approval of City of Seattle Contract #03178
- February 27, 2017, threshold increase.

**Action Requested**

Authorize the purchase of additional video production equipment from Advanced Broadcast Solutions, LLC through City of Seattle Contract #03178 at an amount not to exceed \$1,250,000 over the life of the contract, which expires November 30, 2020; authorize the City Manager or designee to execute contract amendments memorializing the same; and authorize the City Manager to approve any subsequent legal action necessary to enforce the terms of such contract.

*Jim Demmon, Video Services Manager, 487-8706*

**ATTACHMENTS:**

- ▢ ABS Contract
- ▢ ABS Change Order





The City of Seattle  
**PURCHASING SERVICES**  
700 – 5th Ave. #4112  
PO Box 94687  
Seattle, WA 98124-4687

## VENDOR CONTRACT

|                                 |                                                       |                      |                        |
|---------------------------------|-------------------------------------------------------|----------------------|------------------------|
| Vendor Contract #<br>0000003178 |                                                       | Date<br>11/22/13     | Change Order #         |
| Payment Terms<br>Net 30 Days    | Freight Terms<br>F.O.B Destination/Pre-Paid & Allowed |                      |                        |
| Buyer:<br>Michael Mears         |                                                       | FAX:<br>206-233-5155 | Phone:<br>206-684-4570 |

Vendor #: 0000211241  
MARK D.SIEGEL  
ADVANCED BROADCAST SOLUTIONS,  
LLC  
811 S 192<sup>nd</sup> St Ste 100  
Seatac, WA 98148

Contact: Tom Arenz  
Phone #: 425-357-9725  
Fax #: 425-952-8009  
E-Mail:  
[tom@advancedbroadcastsolutions.com](mailto:tom@advancedbroadcastsolutions.com)

**Ship To:**  
Ordering City Department

**Bill To:**  
Ordering City Department  
(See Below)

Advanced Broadcast Solutions, LLC is awarded a five (5) year term contract for furnishing to City Departments TELEVISION VIDEO PRODUCTION, BROADCAST EQUIPMENT & RELATED SERVICES to be ordered on an "as needed" basis in accordance with Attachment #1 and City of Seattle Terms and Conditions, in receipt.

Contract Period: 12/01/13 through 11/30/18 with option to extend for one (1) additional 2-year period.

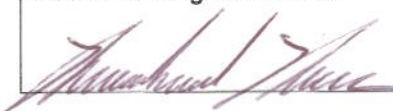
Orders shall be placed by City Departments. Invoices shall be mailed in duplicate to the City Departments, Accounts Payable, per attached list. Each invoice shall indicate Vendor Contract #0000003178. There are no maximum dollar limitations per order.

The City does not guarantee utilization of this contract. The City may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the City.

This contract is an acceptance of your offer dated 11/19/13. Any equipment, services or supplies provided as a result of this acceptance will be subject to the Terms and Conditions of the City of Seattle Invitation to Bid #DIT-46.

For all contractual matters, please contact Michael Mears, Purchasing & Contracting Services at 206-684-4570 or [michael.mears@seattle.gov](mailto:michael.mears@seattle.gov)

Authorized Signature/Date

 11-22-13

Mark D. Siegel  
Advanced Broadcast Solutions, LLC  
811 S 192<sup>nd</sup> St Ste 100  
Seatac, WA 98148  
Contact: Tom Arenz  
Phone: 425-357-9725 Fax: 425-952-8009 E-Mail: [tom@advancedbroadcastsolutions.com](mailto:tom@advancedbroadcastsolutions.com)

**Scope of Work:**

The Vendor shall furnish television video production, broadcast equipment, associated supplies and associated support to be ordered by City departments on an "as needed" basis.

**Contract Term:**

This contract shall be for five years, with one two-year extension allowed at the option of the City. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. The Vendor may also provide a notice to not extend, but must provide such notice at least 45 days prior to the otherwise automatic renewal date.

**No Guaranteed Utilization:**

The City does not guarantee utilization of this contract. The City reserves the right to multiple or partial awards. The City reserves the right to use other appropriate contract sources to obtain these products, such as State of Washington Contracts. If needed, the City may also periodically invite additional Vendors to submit bids or proposals for award to insure sufficient availability of product. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience.

**Trial Period and Right to Award to Next Low Vendor:**

A ninety (90) day trial period shall apply to this contract. During the trial period, the Vendor must perform in accordance with all terms and conditions of the contract. Failure to perform during this trial period may result in the immediate cancellation of the contract. In the event of dispute or discrepancy as to the acceptability of product or service, the City's decision shall prevail. The City agrees to pay only for authorized orders received up to the date of termination. If the contract is terminated within the trial period, the City reserves the option to award the contract to the next low responsive Vendor by mutual agreement with such Vendor. Any new award will be for the remainder of the contract and will also be subject to this trial period.

**No Minimum Order:**

There is no minimum order size for this contract unless for non-stocked special order items.

**Warranty:**

The Vendor shall warrant all materials and workmanship delivered under this contract to be free from defects, damage or failure for any reason whatsoever which the City may reasonably determine is the responsibility of the Vendor, for a duration offered by the manufacture starting from the date of purchase and without cost to the City for labor, materials, parts, installation or any other costs except where longer periods of warranty of guarantees are specified. Vendor will assist in enforcement of such manufacture's warranties.

**Ordering Procedure**

Orders will be placed directly by City departments. There is no minimum or maximum dollar amount limit per order.

**Installation Service**

It is desirable that the vendor offers on-site installation services. Typical installation may include,



but not limited to, equipment mounting in racks and cabling between equipment within one room.

**Reseller Support**

The vendor shall arrange for factory service of all equipment sold. The vendor shall provide on-site sales visits at least one time per quarter. The vendor shall demo units for evaluating new equipment. It is desirable that the vendor arrange for loaner/rental equipment during repairs.

**Freight Terms:**

The freight terms will be F.O.B. Destination, Prepaid & Allowed.

**Quality Assurance**

All equipment shall be new, and will be free of any defects. When appropriate, the Vendor will test the equipment to assure performance per manufactures specifications. The City shall reject any defective product delivered by Vendor and will be replaced by the Vendor, with same or better grade product at no additional cost to the City. The Vendor will be responsible for all shipping costs.

**Right to Replace Products & Product Discontinuance**

The City may allow the Contractor to provide a substitute product, upon confirmation that the ordered product has been discontinued. Pricing for such a product replacement or substitute must be the same discount rate as provided to the City on the original product.

**Cancellation of Orders**

The City may cancel an order before delivery without penalty or charge, providing that the Vendor has not incurred any special production costs such as custom fabrication in fulfilling the order. If the City cancels the order after production has begun for a non-standard or custom order, then the Contractor may charge the customer a cancellation penalty up to but not to exceed 10% penalty computed on the net contract price of the cancelled purchase item(s). If the vendor is bound by manufacturer cancellation policies they will supersede the City's policies.

**Returns and Restocking**

- Vendor Error: No restocking charge for items ordered due to Vendor error. Vendor pays all shipping costs.
- Standard Stock items: No restocking penalty applies if new, unused, in original packaging and shipped back within 30 days of receipt by the City. Customer pays the shipping cost.
- Non-Standard or Custom items: Item(s) may be returned if new, unused, in original packaging and shipped back within 30 days of receipt. Vendor may charge the purchaser a penalty up to but not to exceed 10% penalty computed on the net contract price of the returned item(s). Customer pays the shipping cost.
- Standard and Non-Standard items – no errors or defects – manufacturer policy will supersede City policy. City policies apply if the manufacturer has no published policy.

**Invoicing**

After the item(s) have been furnished to and accepted by the ordering department, the Contractor will submit the invoice to same, Attn: Accounts Payable. The successful Bidder will be furnished a listing of billing addresses of all City departments.

**Contract Expansion**

The manufactures listed in this ITB are currently the brands most commonly purchased by the City, although this does not represent all products that may be required from year to year. Therefore, any contract resulting from this Invitation to Bid may be expanded to cover products of other manufactures provided that such products are normally furnished by the factory authorized vendor, and that the vendor agrees to provide these other products using similar discounts. Any potential expansion will not be factored into the quotation evaluation.

**Inter-Local Purchase Agreements**

The City of Seattle has entered into Inter-Local Purchase Agreements with other governmental agencies pursuant to RCW 39.34. The seller agrees to sell additional items at the bid price, terms and conditions to other governmental agencies. The City of Seattle accepts no responsibility for the payment of the purchase price by other governmental agencies.

**Authorized Reseller**

Vendor shall be an authorized reseller of products sold under this contract. At any time during the contract the City reserves the right to verify such status.

**Pricing**

Discounts below shall be firm-fixed throughout the term of the contract. At any time, the Contractor may increase this discount where volume of purchases or special market conditions warrants it.

Labor rates shall be firm-fixed for the first-two years from contract execution. Thereafter, the Vendor may request a labor rate increase annually that does not exceed the U.S. Department of Labor Consumer Price Index (CPI for All Urban Consumers Seattle-Tacoma-Bremerton calculated over the previous 12-month period. Any increase approved will be at the discretion of the Buyer. Requests for labor rate increases shall be made at least forty-five (45) days prior to the contract anniversary date.

| MANUFACTURER                            | Minimum %<br>Discount from<br>Manufacturer's<br>Published List<br>Price |
|-----------------------------------------|-------------------------------------------------------------------------|
| 1. Sony Broadcast and Professional      | 15                                                                      |
| 2. JVC Broadcast and Professional       | 15                                                                      |
| 3. Panasonic Broadcast and Professional | 15                                                                      |
| 4. Telemetrics                          | 5                                                                       |
| 5. Fujinon Broadcast and Professional   | 20                                                                      |
| 6. Canon Broadcast and Professional     | 15                                                                      |
| 7. Sachtler                             | 15                                                                      |
| 8. Grass Valley                         | 15                                                                      |
| 9. Anton Bauer                          | 15                                                                      |

|                       |                            |
|-----------------------|----------------------------|
| 10. Porta-Brase       | 10                         |
| 11. Miranda           | 20                         |
| 12. AJA               | 15                         |
| 13. Ross              | 15                         |
| 14. Tektronix         | 19                         |
| 15. Wohler            | 20                         |
| 16. PlayBox (WH only) | 15                         |
| 17. Chyron            | 17                         |
| 18. Vinten            | 15-20<br>(by product line) |
| 19. Autoscript        | 10                         |
| 20. RTS               | 10                         |
| 21. Lectrosonics      | (unilateral<br>pricing)    |
| 22. Frezzonlini       | 15                         |
| 23. Lowell            | 25                         |
| 24. Sennheiser        | 23                         |
| 25. Telex             | 20                         |

Other Information:

1. Labor Rate for Installation Services: \$75.00/hour (8AM – 5PM Monday through Friday)  
Minimum Hours: 4
2. Payment Terms: Net 30 Day





The City of Seattle  
**PURCHASING SERVICES**  
 700 – 5th AVE #4112  
 PO BOX 94687  
 Seattle, WA 98124-4687

## VENDOR CONTRACT

|                                                  |                                                      |                        |
|--------------------------------------------------|------------------------------------------------------|------------------------|
| Vendor Contract #<br>000000000003178             | Date<br>11/29/2018                                   | Change Order<br>3      |
| Payment Terms<br>Net 30 Days                     | Freight Terms<br>FOB: Destination; Prepaid & Allowed |                        |
| Procurement Strategic<br>Advisor: Presley Palmer | Email:<br>Presley.palmer@seattle.gov                 | Phone:<br>206-233-7158 |

Vendor #: 0000211241  
 MARK D. SIEGEL  
 ADVANCED BROADCAST SOLUTIONS, LLC  
 811 S. 192<sup>nd</sup> St. Ste. 100  
 SeaTac, WA 98148

Contact: Tom Arenz  
 Phone #: 425-357-9725  
 Email: [tom@advancedbroadcastsolutions.com](mailto:tom@advancedbroadcastsolutions.com)

**Ship To:**  
 CITY DEPARTMENTS

**Bill To:**  
 See below

### I. BACKGROUND

The City of Seattle ("City") awarded a contract to Advanced Broadcast Solutions, LLC for furnishing to City Departments TELEVISION VIDEO PRODUCTION, BROADCAST EQUIPMENT & RELATED SERVICES to be ordered on an "as needed" basis in accordance with Attachment #1 and City of Seattle Terms and Conditions, in receipt as a result of an Invitation to Bid # DIT-46 (the "Contract"). The Contract is available to all *City Departments*.

### II. CHANGE ORDER DESCRIPTION

Change Order #3; Issued to extend through 11/30/2020 and update vendor list and pricing

### III. CONTRACT HISTORY

| Contract Action    | Description of Contract Action                                       | Contract Term Dates/Comments |
|--------------------|----------------------------------------------------------------------|------------------------------|
| Contract Execution |                                                                      | 12/01/13 -011/30/18          |
| Change Order #1    | Update pricing to JVC Broadcast & Professional Products              | 07/14/2014                   |
| Change Order #2    | Include Amendment #1                                                 | 03/24/2017                   |
| Change Order #3    | To extend term through 11/30/2020 and update vendor list and pricing | 11/29/2018                   |

Authorized Signature/Date

*Pam Johnson* 11/29/18

#### IV. ADDITIONAL NOTES

Orders must be placed by the authorized City of Seattle Department Representative. Invoices must be mailed in duplicate to the CITY OF SEATTLE, Accounts Payable, per attached list. Each invoice must indicate Contract # 3178.

Authorized Signature/Date

pt



# ABS Contract #3178

## Updated Vendors List                      Discount from List Price %

|                          |     |
|--------------------------|-----|
| AJA                      | 13% |
| Apantac                  | 13% |
| Blackmagic Design        | 10% |
| Bosch                    | 15% |
| Brightline               | 15% |
| Broadcast Pix            | 10% |
| BroadStream              | 15% |
| Canon Broadcast Lenses   | 13% |
| Chief Manufacturing      | 15% |
| Chyron                   | 10% |
| Crestron                 | 15% |
| Da-Lite                  | 13% |
| Digital Alert Systems    | 10% |
| Extron                   | 15% |
| Frezzolini               | 10% |
| Fujinon Broadcast Lenses | 10% |
| Grass Valley             | 10% |
| JVC                      | 10% |

## Unilateral Pricing by

|                                  |        |
|----------------------------------|--------|
| Lectrosonics                     | Vendor |
| LG Commercial Electronics        | 10%    |
| Leightronix                      | 10%    |
| Kramer Electronics               | 15%    |
| Middle Atlantic                  | 15%    |
| Miranda (see Grass Valley)       |        |
| Optoma                           | 10%    |
| Panasonic Industrial & Broadcast | 10%    |
| Planar                           | 10%    |
| Playbox (Hardware only)          | 10%    |
| Porta-Brace                      | 10%    |
| Ross Video Limited               | 12%    |

Now owned by  
Bosch  
Communications  
Systems

RTS/Telex (see Bosch)  
Sachtler (see Vitec Group)

Now owned by Vitec  
Group

|                              |     |
|------------------------------|-----|
| Sennheiser                   | 13% |
| Sharp Commerical Electronics | 10% |
| Shure                        | 13% |

18856 72<sup>nd</sup> Avenue South, Kent, WA 98032  
PH (844) 870-0244 FAX (206) 299-9990  
www.advancedbroadcastsolutions.com





|                          |     |
|--------------------------|-----|
| Sony                     | 10% |
| Studio Network Solutions | 10% |
| Symetrix                 | 10% |
| Tektronix                | 10% |

Now owned by  
Bosch  
Communications  
Systems

|                         |     |
|-------------------------|-----|
| Telex (see Bosch)       |     |
| Tightrope Media Systems | 10% |
| TV Logic                | 10% |
| Utah Scientific         | 10% |
| Wohler                  | 10% |
| Yamaha Commercial Audio | 10% |
| Vitec Group products    |     |

Support

|     |
|-----|
| 10% |
| 10% |
| 10% |

O'Connor  
Sachtler  
Vinten

Mobile Power

|     |
|-----|
| 10% |
|-----|

Anton Bauer

Video  
Transmission

|     |
|-----|
| 10% |
|-----|

Teradek

Prompting

|     |
|-----|
| 10% |
| 10% |

AutoCue  
AutoScript

Lighting

|     |
|-----|
| 10% |
|-----|

Litepanels

Freight Included

#### ABS Services:

|                         |                                              |          |
|-------------------------|----------------------------------------------|----------|
| Labor Rates (per hour): | Engineer 1                                   | \$219.00 |
| 8-hour min              | Engineer 2                                   | \$170.00 |
|                         | Installation Technician                      | \$117.00 |
|                         | Project Manager                              | \$170.00 |
|                         | Installation Technician -<br>Prevailing Wage | \$163.00 |



CITY OF SEATTLE INVOICE ADDRESS GUIDE

Revised: September 12, 2018

NOTE: Please send INVOICES to Mailing Address of Accounts Payable Section of the Ordering Department.

| DEPARTMENT                                  | ACCOUNTS PAYABLE CONTACT                        | ACCOUNTS PAYABLE MAILING                                  | EMAIL                                                                                                                                                                                                                            | PHONE/FAX                                                                                |
|---------------------------------------------|-------------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| Arts & Cultural Affairs, Office of          | Sheila Moss                                     | PO Box 94748<br>Seattle WA 98124-4748                     | <a href="mailto:sheila.moss@seattle.gov">sheila.moss@seattle.gov</a>                                                                                                                                                             | 206-233-7016 Phone<br>206-684-7172 Fax                                                   |
| City Auditor, Office of                     | Rhonda Lyon                                     | PO Box 94729<br>Seattle, WA 98124-4729                    | <a href="mailto:rhonda.lyon@seattle.gov">rhonda.lyon@seattle.gov</a>                                                                                                                                                             | 206-733-9236 Phone                                                                       |
| City Light                                  | Lisa Shelton                                    | PO Box 34023<br>Seattle, WA 98124-4023                    | <a href="mailto:lisa.shelton@seattle.gov">lisa.shelton@seattle.gov</a>                                                                                                                                                           | 206-684-3563 Phone                                                                       |
| Civil Rights, Seattle Office for            | Latrice Ybarra                                  | 810 3 <sup>rd</sup> Ave Ste 750<br>Seattle, WA 98104-1627 | <a href="mailto:latrice.ybarra@seattle.gov">latrice.ybarra@seattle.gov</a>                                                                                                                                                       | 206-684-4539 Phone<br>206-684-0332 Fax                                                   |
| Economic Development, Office of             | Suching Luu                                     | PO Box 94708<br>Seattle, WA 98124-4708                    | <a href="mailto:suching.luu@seattle.gov">suching.luu@seattle.gov</a>                                                                                                                                                             | 206-684-7391 Phone<br>206-684-0379 Fax                                                   |
| Education and Early Learning, Dept. of      | Nga Nguyen<br>David Liang<br>Christian Phillips | PO Box 94665<br>Seattle, WA 98124-6965                    | <a href="mailto:nga.nguyen@seattle.gov">nga.nguyen@seattle.gov</a><br><a href="mailto:david.liang@seattle.gov">david.liang@seattle.gov</a><br><a href="mailto:christian.phillips@seattle.gov">christian.phillips@seattle.gov</a> | 206-615-0580 Nga's Phone<br>206-233-2686 David's Phone<br>206-684-5760 Christian's Phone |
| Ethics & Elections Commission               | Jenna Smith<br>Rene LeBeau                      | PO Box 94729<br>Seattle, WA 98124-4729                    | <a href="mailto:jenna.smith@seattle.gov">jenna.smith@seattle.gov</a><br><a href="mailto:rene.lebeau@seattle.gov">rene.lebeau@seattle.gov</a>                                                                                     | 206-684-7703 Jenna's Phone<br>206-615-0091 Rene's Phone                                  |
| Finance & Administrative Services, Dept     | Sarah Chase                                     | PO Box 94669<br>Seattle, WA 98124-4669                    | <a href="mailto:sarah.chase@seattle.gov">sarah.chase@seattle.gov</a>                                                                                                                                                             | 206-684-0333 Phone                                                                       |
| Fire Department                             | Vuen Pahn                                       | 301 2 <sup>nd</sup> Ave S<br>Seattle, WA 98104-2618       | <a href="mailto:vuen.pahn@seattle.gov">vuen.pahn@seattle.gov</a>                                                                                                                                                                 | 206-386-1442 Phone<br>206-386-1412 Fax                                                   |
| Fleets & Facilities                         | Sarah Chase                                     | PO Box 94669<br>Seattle, WA 98124-4669                    | <a href="mailto:sarah.chase@seattle.gov">sarah.chase@seattle.gov</a>                                                                                                                                                             | 206-684-0333 Phone                                                                       |
| Hearing Examiner, Office of                 | Michele D'Alessandro                            | PO Box 94729<br>Seattle, WA 98124-4729                    | <a href="mailto:michele.dalessandro@seattle.gov">michele.dalessandro@seattle.gov</a>                                                                                                                                             | 206-615-1570 Phone<br>206-684-0536 Fax                                                   |
| Housing, Office of                          | Blanche Carvalho                                | PO Box 94725<br>Seattle, WA 98124-4725                    | <a href="mailto:blanche.carvalho@seattle.gov">blanche.carvalho@seattle.gov</a>                                                                                                                                                   | 206-684-5524 Phone<br>206-233-7117 Fax                                                   |
| Human Services                              | Josie Limos                                     | PO Box 34215<br>Seattle, WA 98124-4215                    | <a href="mailto:josie.limos@seattle.gov">josie.limos@seattle.gov</a>                                                                                                                                                             | 206-684-0307 Phone<br>206-621-5021 Fax                                                   |
| Information Technology, Dept. of            | Jessica Nasa                                    | PO Box 94709<br>Seattle, WA 98124-4709                    | <a href="mailto:jessica.nasa@seattle.gov">jessica.nasa@seattle.gov</a>                                                                                                                                                           | 206-684-0482<br>206-684-0911 Fax                                                         |
| Law                                         | Jani Bryant                                     | PO Box 94769<br>Seattle, WA 98124-4769                    | <a href="mailto:jani.bryant@seattle.gov">jani.bryant@seattle.gov</a>                                                                                                                                                             | 206-233-0095 Phone<br>206-684-8284 Fax                                                   |
| Legislative                                 | Maria Rosas                                     | PO Box 94728<br>Seattle, WA 98124-4728                    | <a href="mailto:maria.rosas@seattle.gov">maria.rosas@seattle.gov</a>                                                                                                                                                             | 206-684-8144 Phone<br>206-386-9025 Fax                                                   |
| Library, Seattle Public                     | Josie Williams                                  | 1000 4 <sup>th</sup> Ave<br>Seattle, WA 98104-1109        | <a href="mailto:josie.williams@spl.org">josie.williams@spl.org</a>                                                                                                                                                               | 206-386-4117 Phone<br>206-386-4108 Fax                                                   |
| Municipal Court of Seattle                  | Terri (Theresa) Flores                          | PO Box 34987<br>Seattle, WA 98124-4987                    | <a href="mailto:theresa.flores@seattle.gov">theresa.flores@seattle.gov</a>                                                                                                                                                       | 206-684-5659 Phone<br>206-733-9357 Fax                                                   |
| Neighborhoods, Dept. of                     | Anna Tang<br>Christian Phillips                 | PO Box 94649<br>Seattle, WA 98124-4649                    | <a href="mailto:anna.tang@seattle.gov">anna.tang@seattle.gov</a><br><a href="mailto:christian.phillips@seattle.gov">christian.phillips@seattle.gov</a>                                                                           | 206-684-8846 Anna's Phone<br>206-684-5760 Christian's Phone<br>206-233-5142 Fax          |
| Parks & Recreation                          | Rose Lu<br>Ivy Lo                               | 100 Dexter Ave N<br>Seattle, WA 98109                     | <a href="mailto:rose.lu@seattle.gov">rose.lu@seattle.gov</a><br><a href="mailto:ivy.lo@seattle.gov">ivy.lo@seattle.gov</a>                                                                                                       | 206-733-9129 Rose's Phone<br>206-684-7357 Ivy's Phone<br>206-684-7285 Fax                |
| Seattle Dept. of Human Resources (SDHR)     | Anita Perry                                     | PO Box 34028<br>Seattle, WA 98124-4028                    | <a href="mailto:anita.perry@seattle.gov">anita.perry@seattle.gov</a>                                                                                                                                                             | 206-684-7854 Phone<br>206-470-6885 Fax                                                   |
| Planning & Community Development, Office of | Jeanette Martin                                 | PO Box 94788<br>Seattle, WA 98124-7088                    | <a href="mailto:jeanette.martin@seattle.gov">jeanette.martin@seattle.gov</a>                                                                                                                                                     | 206-615-1746 Phone<br>206-733-9070 Fax                                                   |
| Police                                      | Nitaya Kambhironond                             | PO Box 34986<br>Seattle, WA 98124-4986                    | <a href="mailto:nitaya.kambhironond@seattle.gov">nitaya.kambhironond@seattle.gov</a>                                                                                                                                             | 206-684-8779 Phone<br>206-233-7207 Fax                                                   |

\*\* See page 2 for additional departments \*\*

| DEPARTMENT                                                             | ACCOUNTS<br>PAYABLE<br>CONTACT      | ACCOUNTS<br>PAYABLE<br>MAILING                             | EMAIL                                                                                                                                                          | PHONE/FAX                                                                         |
|------------------------------------------------------------------------|-------------------------------------|------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Police Pension                                                         | Stephanie Coleman<br>Janice Brandes | PO Box 94729<br>Seattle, WA 98124-4729                     | <a href="mailto:stephanie.coleman@seattle.gov">stephanie.coleman@seattle.gov</a><br><a href="mailto:janice.brandes@seattle.gov">janice.brandes@seattle.gov</a> | 206-386-1287 Stephanie's Phone<br>206-386-1286 Janice's Phone<br>206-386-9075 Fax |
| Civil Service Commission and Public<br>Safety Civil Service Commission | Jennifer Greenlee<br>Teresa Jacobs  | PO Box 94729<br>Seattle, WA 98124-4729                     | <a href="mailto:jennifer.greenlee@seattle.gov">jennifer.greenlee@seattle.gov</a><br><a href="mailto:teresa.jacobs@seattle.gov">teresa.jacobs@seattle.gov</a>   | 206-233-7118 Jennifer's Phone<br>206-386-1301 Teresa's Phone<br>206-684-0755 Fax  |
| Retirement System                                                      | Michiko Togashi                     | 720 3 <sup>rd</sup> Ave, Ste 900<br>Seattle, WA 98104-1829 | <a href="mailto:michiko.togashi@seattle.gov">michiko.togashi@seattle.gov</a>                                                                                   | 206-615-14440 Phone<br>206-386-1506 Fax                                           |
| Seattle Center                                                         | Vincent DiGianni                    | 305 Harrison<br>Seattle, WA 98109                          | <a href="mailto:vincent.digianni@seattle.gov">vincent.digianni@seattle.gov</a>                                                                                 | 206-684-7145 Phone<br>206-615-0327 Fax                                            |
| SDCI – Seattle Department of<br>Construction & Inspections             | Aiko Carlson<br>Sue Lei             | PO Box 34019<br>Seattle, WA 98124-4019                     | <a href="mailto:sdci_accounts_payable@seattle.gov">sdci_accounts_payable@seattle.gov</a>                                                                       | 206-615-1701 Aiko's Phone<br>206-233-7918 Sue's Phone<br>206-386-0095 Fax         |
| Seattle Public Utilities                                               | Sharon Gill                         | PO Box 34018<br>Seattle, WA 98124-4018                     | <a href="mailto:sharon.gill@seattle.gov">sharon.gill@seattle.gov</a><br><a href="mailto:spuacctspayable@seattle.gov">spuacctspayable@seattle.gov</a>           | 206-233-7169 Phone<br>206-386-4033 Fax                                            |
| Transportation, Seattle Dept. of                                       | Lena Takemoto                       | PO Box 34996<br>Seattle, WA 98124-4996                     | <a href="mailto:lena.takemoto@seattle.gov">lena.takemoto@seattle.gov</a><br><a href="mailto:sdotap@seattle.gov">sdotap@seattle.gov</a>                         | 206-615-1285 Phone<br>206-233-3887 Fax                                            |
|                                                                        |                                     |                                                            |                                                                                                                                                                |                                                                                   |





The City of Seattle  
**PURCHASING SERVICES**

700 – 5th Ave. #4112  
PO Box 94687  
Seattle, WA 98124-4687

## VENDOR CONTRACT

|                                 |                                                       |                        |
|---------------------------------|-------------------------------------------------------|------------------------|
| Vendor Contract #<br>0000003178 | Date<br>3/24/17                                       | Change Order #<br>2    |
| Payment Terms<br>Net 30 Days    | Freight Terms<br>F.O.B Destination/Pre-Paid & Allowed |                        |
| Buyer:<br>Presley Palmer        | FAX:<br>206-233-5155                                  | Phone:<br>206-233-7158 |

Vendor #: 0000211241  
MARK D.SIEGEL  
ADVANCED BROADCAST SOLUTIONS,  
LLC  
811 S 192<sup>nd</sup> St Ste 100  
Seatac, WA 98148

Contact: Tom Arenz  
Phone #: 425-357-9725  
Fax #: 425-952-8009  
E-Mail:  
[tom@advancedbroadcastsolutions.com](mailto:tom@advancedbroadcastsolutions.com)

**Ship To:**  
Ordering City Department

**Bill To:**  
Ordering City Department  
(See Below)

Advanced Broadcast Solutions, LLC was awarded on 11/22/13 a five (5) year term contract for furnishing to City Departments TELEVISION VIDEO PRODUCTION, BROADCAST EQUIPMENT & RELATED SERVICES to be ordered on an "as needed" basis in accordance with Attachment #1 and City of Seattle Terms and Conditions, in receipt.

Change Order #1 changes pricing structure of certain JVC Broadcast & Professional products identified with a "UPP" mark on its price list. Those items with this mark will be sold at MSRP with no discount. All other terms and conditions remain in full force and effect.

Change Order #2 To include Amendment 1 as part of the contract

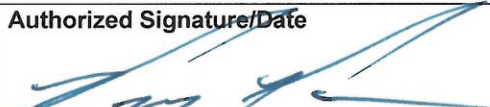
Contract Period: 12/01/13 through 11/30/18 with option to extend for one (1) additional 2-year period.

Orders shall be placed by City Departments. Invoices shall be mailed in duplicate to the City Departments, Accounts Payable, per attached list. Each invoice shall indicate Vendor Contract #0000003178. There are no maximum dollar limitations per order.

The City does not guarantee utilization of this contract. The City may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the City.

This contract is an acceptance of your offer dated 11/19/13. Any equipment, services or supplies provided as a result of this acceptance will be subject to the Terms and Conditions of the City of Seattle Invitation to Bid #DIT-46.

Authorized Signature/Date

 3/24/17

**Amendment One**  
**City of Seattle Contract for Television Video Production,**  
**Broadcast Equipment and Related Services**

This Amendment 1 ("Amendment") to the City of Seattle Contract #0000003178 for Television Video Production, Broadcast Equipment and Related Services, dated ~~December~~ 01, 2013 (the "Agreement") as amended, modified and added between City of Seattle ("you" or "City") and Advanced Broadcast Solutions ("ABS"), shall amend the Agreement as described herein. If and to the extent any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The Agreement is hereby modified as follows:

1. Expanded to allow for grant fund purchase specific to the Washington State Military Department Homeland Security Grant Agreement #E16-078 (Exhibit 1). The Vendor shall comply with the provisions outlined in grant to the extent applicable to said Vendor, including but not limited to compliance with the contract provisions outlined in Appendix II of 2 CFR Part 200.326. These provisions are hereby incorporated by reference in this contract.



12-16-2015 Fully  
Executed Contract E  
**Exhibit 1**

2. Price is per blanket contract pricing as quoted 3/6/2017; quote #19331 (Exhibit 2).



Est\_19331\_from\_Ad  
vanced\_Broadcast\_S  
**Exhibit 2**

The effective date of this Amendment to the agreement shall be March, 16, 2017.

The parties have executed this Agreement Amendment by having their representatives sign below.

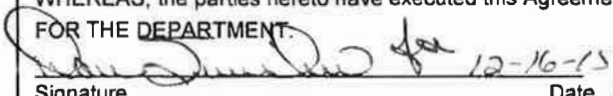
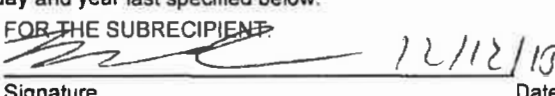
**Advanced Broadcast Solutions**

By [Signature] 3/17/17  
Signature Date  
MARK SIEGEL  
Type or Print Name  
President  
Title

**The City of Seattle**

By [Signature] 3/24/17  
Signature Date  
Betsy Balcer  
Type or Print Name  
Strategic Advisor  
Title

**Washington State Military Department  
HOMELAND SECURITY GRANT AGREEMENT FACE SHEET**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                          |                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| 1. Subrecipient Name and Address:<br><b>Seattle, City of<br/>Seattle Police Department<br/>PO Box 34986<br/>Seattle, WA 98124-4986</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | 2. Grant Agreement Amount:<br><b>\$ 2,431,923</b>                                          |                                                                                                                                                                                                                                                                                                                                                                                             | 3. Grant Agreement Number:<br><b>E16-078 (Re-issued)</b>                                                                                                 |                               |
| 4. Subrecipient Contact, phone/email:<br><b>Donna Voss, (206) 733-9316<br/>donna.voss@seattle.gov</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | 5. Grant Agreement Start Date:<br><b>9/1/2015</b>                                          |                                                                                                                                                                                                                                                                                                                                                                                             | 6. Grant Agreement End Date:<br><b>11/30/2017</b>                                                                                                        |                               |
| 7. Department Program Manager, phone/email:<br><b>Michael Alston, (253) 512-7083<br/>michael.alston@mil.wa.gov</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | 8. Data Universal Numbering System (DUNS):<br><b>130986214</b>                             |                                                                                                                                                                                                                                                                                                                                                                                             | 9. UBI # (state revenue):<br><b>C57-800-264</b>                                                                                                          |                               |
| 10. Funding Authority:<br><b>Washington State Military Department (the "Department") and the U.S. Department of Homeland Security (DHS)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                          |                               |
| 11. Federal Funding Identification #:<br><b>EMW-2015-SS-00013-S01</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | 12. Federal Award Date:<br><b>08/12/2015</b>                                               |                                                                                                                                                                                                                                                                                                                                                                                             | 13. Catalog of Federal Domestic Assistance (CFDA) # & Title:<br><b>97.067 - HSGP (15UASI)</b>                                                            |                               |
| 14. Total Federal Award Amount:<br><b>\$13,512,908</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | 15. Program Index # & OBJ/SUB-OBJ:<br><b>753UZ, 753UH, 753UB, 753UL, 753UC, 753UQ / NZ</b> |                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                          | 16. TIN:<br><b>90-6001275</b> |
| 17. Service Districts:<br>BY LEGISLATIVE DISTRICTS: <b>11, 32, 34, 36, 37, 43, 46</b><br>BY CONGRESSIONAL DISTRICTS: <b>7,9</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | 18. Service Area by County(ies):<br><b>King</b>                                            |                                                                                                                                                                                                                                                                                                                                                                                             | 19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO<br><input type="checkbox"/> YES, OMWBE # |                               |
| 20. Agreement Classification<br><input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't<br><input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                                                            | 21. Contract Type (check all that apply):<br><input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement<br><input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency                                                                                                                       |                                                                                                                                                          |                               |
| 22. Subrecipient Selection Process:<br><input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding<br><input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A<br><input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                                                                            | 23. Subrecipient Type (check all that apply):<br><input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit<br><input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit<br><input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER |                                                                                                                                                          |                               |
| 24. PURPOSE & DESCRIPTION:<br>The purpose of the FFY 2015 Homeland Security Grant Program (15HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States. 15HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. 15HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment, training, exercises, and management and administration.<br>The Department is the Recipient and Pass-through Entity of the 15HSGP Award, which is incorporated in and attached hereto as Attachment #1, and has made a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement. The Subrecipient's preparedness activities (scope), timeline (schedule) and budget for the subaward are detailed in Exhibits C, D, and E. |  |                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                          |                               |
| IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Work Plan/Approved Projects (Exhibit C); Timeline (Exhibit D); Budget (Exhibit E); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                          |                               |
| In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:<br>1. Applicable Federal and State Statutes and Regulations<br>2. DHS/FEMA Award and program documents<br>3. Approved Projects<br>4. Special Terms and Conditions<br>5. General Terms and Conditions, and,<br>6. Other provisions of the Agreement incorporated by reference.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                          |                               |
| WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                          |                               |
| FOR THE DEPARTMENT:<br><br>Signature _____ Date <b>12-16-15</b><br>Richard A. Woodruff, Contracts Administrator<br>Washington State Military Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                                                                            | FOR THE SUBRECIPIENT:<br><br>Signature _____ Date <b>12/12/15</b><br>Brian G. Maxey<br>Chief Operating Officer                                                                                                                                                                                          |                                                                                                                                                          |                               |
| BOILERPLATE APPROVED TO FORM:<br>Brian E. Buchholz (signature on file 9/9/2015)<br>Assistant Attorney General                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                                                            | APPROVED AS TO FORM (if applicable):<br>Applicant's Legal Review _____ Date _____                                                                                                                                                                                                                                                                                                           |                                                                                                                                                          |                               |

Form 09/09/2015 ml

**SPECIAL TERMS AND CONDITIONS****ARTICLE I -- KEY PERSONNEL**

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

| SUBRECIPIENT |                                                                                 | MILITARY DEPARTMENT |                                                                                 |
|--------------|---------------------------------------------------------------------------------|---------------------|---------------------------------------------------------------------------------|
| Name         | <b>Donna Voss</b>                                                               | Name                | <b>Michael Alston</b>                                                           |
| Title        | <b>UASI Grants Manager</b>                                                      | Title               | <b>Program Manager</b>                                                          |
| E-Mail       | <u><a href="mailto:donna.voss@seattle.gov">donna.voss@seattle.gov</a></u>       | E-Mail              | <u><a href="mailto:michael.alston@mil.wa.gov">michael.alston@mil.wa.gov</a></u> |
| Phone        | <b>(206) 733-9163</b>                                                           | Phone               | <b>(253) 512-7083</b>                                                           |
| Name         | <b>Faye Landskov</b>                                                            | Name                | <b>Gary Stumph</b>                                                              |
| Title        | <b>Planning &amp; Development Spec</b>                                          | Title               | <b>Program Coordinator</b>                                                      |
| E-Mail       | <u><a href="mailto:faye.landskov@seattle.gov">faye.landskov@seattle.gov</a></u> | E-Mail              | <u><a href="mailto:gary.stumph@mil.wa.gov">gary.stumph@mil.wa.gov</a></u>       |
| Phone        | <b>(206) 733-9163</b>                                                           | Phone               | <b>(253) 512-7483</b>                                                           |
| Name         |                                                                                 | Name                | <b>Dalton Gamboa</b>                                                            |
| Title        |                                                                                 | Title               | <b>Program Assistant</b>                                                        |
| E-Mail       |                                                                                 | E-Mail              | <u><a href="mailto:dalton.gamboa@mil.wa.gov">dalton.gamboa@mil.wa.gov</a></u>   |
| Phone        |                                                                                 | Phone               | <b>(253) 512-7044</b>                                                           |

**ARTICLE II -- ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS**

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the 15HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the "Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2015 Homeland Security Grant Program" document published by FEMA, the DHS Award Letter for Grant No. EMW-2015-SS-00013-S01, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Attachment #1.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

**A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:**

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

**1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS**

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 15HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
  - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 15HSGP funds, including but not limited to those contained in 2 CFR 200.
  - ii. The Subrecipient shall require its subrecipient to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 15HSGP Program, including, but not limited to, all



criteria, restrictions, and requirements of the "Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2015 Homeland Security Grant Program" document published by FEMA, the DHS Award Letter for Grant No. EMW-2015-SS-00013-S01 in Attachment #1, and the federal regulations commonly applicable to DHS/FEMA grants

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 15HSGP federal award funds provided to its subrecipient are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment #1 of this Agreement.

## 2. REIMBURSEMENT & BUDGET REQUIREMENTS

- a. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Exhibit E), an indirect cost rate agreement negotiated between the federal cognizant agency for indirect costs and the Subrecipient establishing approved indirect cost rate(s) as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200 must be submitted to the Department. However, under 2 CFR 200.414(f), if the Subrecipient has never received a negotiated indirect cost rate agreement establishing federally negotiated rate(s), the Subrecipient may negotiate a rate with the Department or charge a de minimis rate of 10% of modified total direct costs. The Subrecipient's actual indirect cost rate may vary from the approved rate, but must not exceed the indirect cost rate percentage identified in Exhibit E, Budget. If a Subrecipient chooses to charge the 10% de minimis rate, but did not charge indirect costs to previous subawards, a request for approval to charge indirect costs must be submitted to the Department Key Personnel for approval with an explanation for the change.
- d. For travel costs, Subrecipients shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel.
- e. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement, and be made available upon request by the Department, and local, state, or federal auditors.
- f. The Subrecipient will submit reimbursement requests to the Department by submitting a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to [Reimbursements@mil.wa.gov](mailto:Reimbursements@mil.wa.gov) no later than the due dates listed within the Milestone Timeline (Exhibit D), but not more frequently than monthly.

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department. If the reimbursement request isn't substantial enough, the Subrecipient should request prior written approval from Department Key Personnel to waive the due date in the Milestone Timeline (Exhibit D) and instead submit those costs on the next scheduled reimbursement due date contained in the Milestone Timeline.

- g. Any request for extension of a due date in the Milestone Timeline (Exhibit D) will be treated as a request for Amendment of the Agreement and must be submitted to the Department's Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration, and can be granted or denied within the Department's sole discretion.
- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the Department.
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward, and is invoiced by the vendor.
- j. Failure to timely submit complete reports and reimbursement requests as required by this Agreement (including but not limited to those reports in the Milestone Timeline) will prohibit the Subrecipient from being reimbursed until such complete reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- k. A written amendment will be required if the Subrecipient expects cumulative transfers between project budgets, as identified in the Budget (Exhibit E) and Work Plan/Approved Project (Exhibit C), to exceed 10% of the Grant Agreement Amount. Any adjustments to project totals not in compliance with this paragraph will not be reimbursed.
- l. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

## **2. REPORTING REQUIREMENTS**

- a. The Subrecipient shall submit with each reimbursement request a report indicating the status of Work Plan activities for which reimbursement is sought in the format provided by the Department.
- b. The Subrecipient shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>; which is incorporated by reference and made a part of this Agreement.

- c. The Subrecipient shall participate in the State's annual capabilities assessment for the State Preparedness Report.

### 3. **EQUIPMENT AND SUPPLY MANAGEMENT**

- a. Subrecipients and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.318 – 200.326, to include but not limited to:
  - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.
  - ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
  - iii. Equipment records shall include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Federal Award Identification Number (FAIN); Catalogue of Federal Domestic Assistance (CFDA) number; who holds the title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.
  - iv. The Subrecipient shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
  - v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment and supplies are well maintained and kept in good operating condition.
  - vi. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
  - vii. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated and a report generated and sent to the Department.
  - viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.
  - ix. If, upon termination or at the Grant Agreement End Date, there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value which will not be needed for any other Federal award, or when original or replacement equipment is no longer needed for the original project or program or for other activities

currently or previously supported by a Federal agency, the Subrecipient must comply with following procedures:

- A. The Subrecipient may retain the supplies for use on other non-Federal related activities or sell them, but must compensate the Federal sponsoring agency for its share.
- B. The Subrecipient must dispose of equipment as follows:
  - i. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the Subrecipient with no further obligation to the awarding agency.
  - ii. Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the Subrecipient shall compensate the Federal-sponsoring agency for its share.
- x. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with EMD's Purchase Policy contained within the EMD Purchase Workbook version 2015.1 located at <http://mil.wa.gov/emergency-management-division/grants/homeland-security-grants>, incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Allowable equipment and supply categories for 15HSGP are listed on the Authorized Equipment List (AEL) located on the FEMA website at <http://www.fema.gov/preparedness-non-disaster-grants>. The AEL consists of 21 categories which are divided into sub-categories. It is important the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program, and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. Subrecipients are solely responsible for ensuring purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.  
  
If the item is not identified on the AEL as allowable under HSGP, Subrecipients must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.  
  
Subrecipients are solely responsible for ensuring equipment eligibility in accordance with the AEL.
- d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using Federal award funds.
- e. Equipment purchased with DHS federal award funds is to be marked with "Purchased with funds provided by the U.S. Department of Homeland Security" when practicable.
- f. Prior to procuring pharmaceuticals, Subrecipients must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Subrecipients are encouraged to enter into rotational procurement agreements with vendors

and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's period of performance for 15HSGP. The cost of disposal cannot be carried over to another DHS/FEMA grant or grant period.

- g. As a subrecipient of federal funds, the Subrecipient must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

#### **4. ENVIRONMENTAL AND HISTORICAL PRESERVATION**

The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. Subrecipients are required to comply with DHS/FEMA EHP Policy Guidance which can be found at <https://www.fema.gov/office-environmental-planning-and-historic-preservation>; FP 108-023-1 Environmental Planning and Historic Preservation Policy Guidance at <http://www.fema.gov/media-library/assets/documents/85376>; and FP 108.24.4 Environmental Planning and Historical Preservation Policy at <https://www.fema.gov/media-library/assets/documents/101537>, all of which are incorporated in and made a part of this Agreement.

- a. Subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.
- b. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- c. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process must be completed before funds are reimbursed. Expenditures for projects started before EHP process review completion approval is received will not be reimbursed.

#### **5. PROCUREMENT**

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit B, A.28.
- b. For all sole source contracts expected to exceed \$150,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

#### **6. SUBRECIPIENT MONITORING**

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in

compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.

- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department 2 CFR Part 200 Subpart F Audit Certification Form" located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
  - i. review of financial and performance reports;
  - ii. monitoring and documenting the completion of Agreement deliverables;
  - iii. documentation of phone calls, meetings, e-mails, and correspondence;
  - iv. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements;
  - v. observation and documentation of Agreement-related activities, such as exercises, training, funded events, and equipment demonstrations;
  - vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
- e. Compliancy will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

## 7. **LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)**

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

## 8. **NIMS COMPLIANCE**

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple

agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.

- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive (PPD)-8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. The Subrecipient agrees that in order to receive FFY 2015 federal preparedness funding, to include HSGP, NIMS compliance requirements for 2015 must be met.

## **B. HSGP SPECIFIC REQUIREMENTS**

1. 15HSGP stipulates the following for overall grant funding; specific caps or thresholds for this Agreement may differ:
  - a. Up to 5% percent of the HSGP award received by the Department may be used for management and administrative purposes directly related to administration of the HSGP grant. The maximum percentage of the Grant Agreement Amount that may be used by the Subrecipient for management and administration costs under this Agreement is identified in the Budget (Exhibit E), and may be less than, but will not exceed, the maximum 5%.
  - b. At least 25% of the combined HSGP award allocated under SHSP and UASI are to be dedicated towards law enforcement terrorism prevention activities (LETPA). The LETPA percentage of the Grant Agreement Amount that must be met as a minimum requirement of this Agreement by the Subrecipient is identified in the Budget (Exhibit E) and may differ from the combined 25% requirement.
  - c. The combined total of personnel expenses may not exceed 50% percent of the HSGP award received by the Department unless a Personnel Cap Waiver has been received from DHS. The maximum percentage of the Grant Agreement Amount that may be used by the Subrecipient for personnel expenses under this Agreement is identified in the Budget (Exhibit E) and may differ from the 50% HSGP limit.
2. SHSP-funded projects must address high-priority preparedness gaps across all core capabilities where a **nexus to terrorism** exists. All supported investments are based on capability targets and gaps identified during the assessment process.
3. UASI-funded projects must build and sustain the capabilities necessary for high-threat, high-density Urban Areas to prevent, protect against, mitigate, respond to, and recover from **acts of terrorism**.
4. OPSG-funded projects must enhance cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and local, tribal, territorial, state, and federal law enforcement agencies in a joint mission to secure the United States' borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders.
5. The Subrecipient shall use HSGP funds only to perform tasks as described in the Work Plan, as approved by the Department, and in compliance with this Agreement.
6. Subrecipients are required to develop a multi-year Training and Exercise Plan (TEP) that identifies training and exercise priorities and activities. Inclusion in the State's TEP meets the intent of this requirement. Subrecipients that choose to



develop their own TEP shall submit it to [hseep@fema.dhs.gov](mailto:hseep@fema.dhs.gov) and [emd.training@mil.wa.gov](mailto:emd.training@mil.wa.gov) no later than June 1st annually.

- a. Subrecipients are encouraged to participate in the State's annual Training and Exercise Planning Workshop (TEPW) or may conduct their own local/regional TEPW.
7. Subrecipients will develop and maintain a progressive exercise program consistent with the Homeland Security Exercise and Evaluation Program (HSEEP) and support the National Exercise Program (NEP). Upon completion of an exercise, an After Action Report and an Improvement Plan must be prepared and submitted to [hseep@fema.dhs.gov](mailto:hseep@fema.dhs.gov) and [emd.training@mil.wa.gov](mailto:emd.training@mil.wa.gov). Further information regarding the use of HSEEP can be found at <https://hseep.preptoolkit.org/>.
8. Subrecipients will provide reports and/or assist with completion of reports required by the HSGP federal award, including but not limited to the State Preparedness Report (SPR), Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessment, and data calls.

### **C. DHS FFY15 HSGP TERMS AND CONDITIONS**

As a subrecipient of 15HSGP Program funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the FFY15 HSGP Award Letter and its incorporated documents for DHS Grant No. EMW-2015-SS-00013-S01, which are incorporated in and made a part of this Agreement as Attachment #1.

**Washington State Military Department  
GENERAL TERMS AND CONDITIONS  
Department of Homeland Security (DHS)/  
Federal Emergency Management Agency (FEMA)  
Grants**

**A.1 DEFINITIONS**

As used throughout this Grant Agreement, terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"Agreement"** means this Grant Agreement.
- b. **"Department"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.
- c. **"Subrecipient"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes.
- d. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- f. **"Investment"** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

**A.2 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)**

Non-federal entities, as subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

Once the single audit has been completed and it includes any audit findings, the Subrecipient must send a full copy of the audit to the Department and its corrective action plan no later than 9 months after the end of the Subrecipient's fiscal year(s) to:

**Contracts Office  
Washington Military Department  
Finance Division, Building #1 TA-20  
Camp Murray, WA 98430-5032**

If the Subrecipient claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient must send a letter identifying this Grant Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the Subrecipient's fiscal year(s) to the address listed above.

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The Subrecipient shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

**A.3 ADVANCE PAYMENTS PROHIBITED**

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. The Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

**A.4 AMENDMENTS AND MODIFICATIONS**

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

**A.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.**

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

**A.6 ASSURANCES**

The Department and Subrecipient agree that all activity pursuant to this Agreement will be conducted in accordance with all the applicable current federal, state and local laws, rules and regulations.

**A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY**

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Grant Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>.

Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

#### A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

#### A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

#### A.10 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or

policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

#### A.11 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-

Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

11) Notice of Federal awarding agency requirements and regulations pertaining to reporting.

12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

13) Access by the Department, the Subrecipient, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.

15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

b. The Department reserves the right to review the Subrecipient procurement plans and documents, and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326/. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.

c. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

#### A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

#### A.13 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Contractor and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.



#### A.14 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its sub-contractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or Subrecipient's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.

#### A.15 LIMITATION OF AUTHORITY – Authorized Signature

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

#### A.16 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure.

Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

#### A.17 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.18 NONDISCRIMINATION

The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.19 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations, and shall maintain a record of this compliance.

A.20 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.21 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.22 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.23 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement; provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.24 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

**A.25 RECAPTURE PROVISION**

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand.

In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees.

**A.26 RECORDS**

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices, and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

**A.27 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN**

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing Federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.28 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.29 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Agreement.

A.30 TAXES, FEES, AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the

Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law. If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

#### A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Grant Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and sub-contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the

Department may require, which approval or ratification shall be final for all the purposes of this clause;

- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.34 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.35 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

**WORK PLAN/APPROVED PROJECTS****2015 Homeland Security Grant (HSGP)  
Urban Area Security Initiative (UASI)****Agency: Seattle Police Department**

As the Pass-through Entity (PTE), the Washington State Military Department (WMD) Emergency Management Division's (EMD) Preparedness Grants Section (PGS), referenced as the Department, is responsible for ensuring federal funding is expended and programs implemented in full accordance with governing law and regulations. A minimum of 80 percent of the state's award is allocated to local units of government within the designated Urban Area in accordance with Federal guidelines. The remaining amount is allocated to state agencies using a sustainment funding model.

The Seattle UASI risks and hazards cover the broad spectrum of natural, technological, and human-caused threats. Hazards and risks include earthquakes, severe storms, tsunamis, chemical and radiological incidents, epidemics, pandemics, and terrorism. With the largest passenger ferry system in the world (FBI # 1 target for maritime terrorism); the nation's 3rd largest port system; the 18th busiest airport; targets of Microsoft, Boeing, Starbucks, Columbia Tower and the Space Needle; and over 3.4 million people, the risks, hazards and potential impacts are great. The key focus of the investment is to reduce the impacts of these events and improve our abilities to respond. Although natural hazards can't be prevented, the whole community can be better prepared, including vulnerable populations, for what to expect and the actions to take. Having the right protective and operational equipment available with fully trained fire and law enforcement personnel improve response ability.

Projects for the 15UASI grant cycle were developed by taking into account the goals and objectives of the current Seattle UASI Strategic THIRA and SPR. Mass Search and Rescue, Operational Communications and Operational Coordination all assessed as high priority with moderate capability level and equipment gaps for having regional availability, and reaching catastrophic response needs. Equipment needs were also identified under Situational Assessment. This investment supports the equipment needs to enhance those capabilities. Planning is also a high priority/moderately assessed capability. This investment supports the identified gap of standardizing planning across the UASI. While Community Resilience and Environmental Response/Health and Safety are medium priorities, they assess at the moderate to low level. This investment will support the engagement of whole community to increase resilience and provide resources and training to increase first responder safety and capability.

The following projects were approved by the Urban Area Working Group and the UASI Core Group.

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |            |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>PROJECT #1</b>   | Sustainment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$ 255,000 |
| <b>DESCRIPTION:</b> | Sustain the Homeland Security Grant program for Seattle through two positions that are responsible for: grants management, project management, and coordination of Seattle's 15UASI projects, which include equipment purchases, public education, vulnerable population planning, Fusion Center, Structural Collapse Training, Care Under Fire Kits, and the Enhancement of Law Enforcement Systems. Additionally, staff will participate in regional activities, which include the update of Seattle Urban Area's THIRA, core capability assessments, project proposal development, and the Urban Area Working Group. An additional focus area will be training project managers on the applicability of new provisions of 2 CFR Part 200 to projects. |            |
| <b>PROJECT #2</b>   | Purchase Bomb Suits                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$ 194,346 |
| <b>DESCRIPTION:</b> | Purchase and distribute 7 bomb suits for Pierce County, Tacoma, Bellevue, and Snohomish County. The purchase and distribution of these bomb suits will increase the Environmental Response/Health and Safety of the Urban Area's CBRNE NIMS Type 1 and EOC NIMS Types 1-5 teams.                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |            |



|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |            |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>PROJECT #3</b>   | Vulnerable Populations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$ 110,000 |
| <b>DESCRIPTION:</b> | The Seattle planning for vulnerable populations is conducted with the goal of eliminating barriers experienced by some communities when faced with accessing information and resources before, during and after a disaster. This project will continue to identify vulnerable population gaps in disaster planning, response and recovery, and develop strategies to address those areas. It will also leverage and sustain regional collaboration while in UASI vulnerable populations planning and response capabilities. This investment supports the coordinated Vulnerable Population Planning efforts across the Urban Area. In addition, these efforts will increase the Community Resilience by having all community members prepared in the case of an event.                             |            |
| <b>PROJECT #4</b>   | Citizen Preparedness and Outreach                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$ 100,000 |
| <b>DESCRIPTION:</b> | Maintain and build upon existing public education programs, projects, and campaigns within Seattle to raise awareness and motivate people to prepare for disasters. This will be accomplished through regional collaboration and leveraging the City's partnerships to create cost efficiencies and work toward message consistency. This project supports Community Resilience, which is a medium priority, but assesses at the moderate to low level. This project will support the engagement of the whole community to increase resilience.                                                                                                                                                                                                                                                    |            |
| <b>PROJECT #5</b>   | Fusion Center                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$ 500,000 |
| <b>DESCRIPTION:</b> | Sustain a highly-skilled cadre of six intelligence analysts utilizing unique backgrounds of education, training, and experience to combat and/or anticipate domestic/international terrorism threats, significant organized crime activities, regional maritime and international border issues, and resiliency/security for critical infrastructure. The analysts also provide support to and for situational awareness of multi-disciplinary approaches for public health, first response, and cyberspace framework for information security mitigating cyber-related threats/vulnerabilities. This project is meeting a regional need as part of the State's single fusion center. The majority of the activities support and sustain the Intelligence and Information Sharing core capability. |            |
| <b>PROJECT #6</b>   | Seattle EOC Technology Equipment Replacement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ 445,000 |
| <b>DESCRIPTION:</b> | Replace existing routers, display monitors, computers, printers, etc. of outdated EOC technology. This is part of a \$1.2 million dollar technology replacement project. Balance of funding for the project has come from City funds. Equipment purchases and installation will improve and enhance the Operational Coordination, Operational Communications, and Situational Assessment of the Seattle Emergency Operations Center.                                                                                                                                                                                                                                                                                                                                                               |            |
| <b>PROJECT #7</b>   | Structural Collapse Training (SCT)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$ 350,000 |
| <b>DESCRIPTION:</b> | <p>Mass Search and Rescue was assessed as a high priority with moderate capability levels for regional availability and addressing catastrophic response needs.</p> <ul style="list-style-type: none"> <li>• Heavy Rescue Regional training</li> <li>• Provide up to 3 iterations of training for a cadre of Train-the-Trainers. Each iteration will train 24 Urban Area firefighters. The 80-hour course consists of on-duty pre-study and a 50 hour hands-on course held at the Seattle Joint Training Facility, an EHP approved training site. (Technician level NFPA 1006, 1670)</li> </ul>                                                                                                                                                                                                    |            |
| <b>PROJECT #8</b>   | Purchase Care-Under-Fire (CUF) Kits                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$ 50,000  |
| <b>DESCRIPTION:</b> | Purchase CUF Kits and supplies for officer safety throughout the region. The CUF kits are provided to officers who have attended the CUF training. Through this investment for the Environmental Response/Health & Safety core capability, additional resources will be available to law enforcement on-site during a terrorist event to support responder operations.                                                                                                                                                                                                                                                                                                                                                                                                                             |            |

|                     |                                                                                                                                                                                                                                                                                                                                                        |            |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>PROJECT #9</b>   | Purchase Self-Contained Breathing Apparatus (SCBA)                                                                                                                                                                                                                                                                                                     | \$ 50,000  |
| <b>DESCRIPTION:</b> | Acquisition of approximately 14 self-contained breathing apparatus (SCBA) (less cylinders) with the following minimum features: voice emitter, heads up display, mask mounted regulator, face piece, hard carry case, and voice amplified emitter. This investment supports the equipment needs to enhance the Situational Assessment core capability. |            |
| <b>PROJECT #10</b>  | Enhancement of Law Enforcement Systems                                                                                                                                                                                                                                                                                                                 | \$ 100,000 |
| <b>DESCRIPTION:</b> | This project will focus on improving systems that allow multiple law enforcement agencies to expeditiously share biometric information, which will aid in disrupting terrorism threats. Currently, gaps exist with the ability of agencies to quickly share and assess critical, real-time information.                                                |            |
| <b>PROJECT #11</b>  | Purchase Heavy Rescue Breach/Break and Cut Packages                                                                                                                                                                                                                                                                                                    | \$ 100,000 |
| <b>DESCRIPTION:</b> | Four Breach/Break and Cut heavy rescue systems will be procured, packaged, and delivered to four regional Urban Area partners to improve the Mass Search and Rescue capability levels. (Seattle, King County, Snohomish County, and Pierce County)                                                                                                     |            |
| <b>PROJECT #12</b>  | Purchase Heavy Rescue Shoring/Cribbing System                                                                                                                                                                                                                                                                                                          | \$ 25,000  |
| <b>DESCRIPTION:</b> | One Shoring and Cribbing heavy rescue system will be procured for Bellevue to improve their Mass Search and Rescue capability level.                                                                                                                                                                                                                   |            |
| <b>PROJECT #13</b>  | Fiber Optic Cameras: Seattle, Bellevue, Pierce County                                                                                                                                                                                                                                                                                                  | \$ 79,619  |
| <b>DESCRIPTION:</b> | Purchase and distribute seven fiber optic cameras for Seattle, Bellevue, Pierce County, Snohomish County, King County, and North Sound & Valley SWAT teams. This project improves the Situational Assessment and Environmental Response/Health & Safety capabilities of the Urban Area.                                                                |            |

**TIMELINE**


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**FFY15 Homeland Security Grant Program (HSGP),  
Urban Area Security Initiative (UASI)**


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| <b>DATE</b>       | <b>TASK</b>                                                                                                                   |
|-------------------|-------------------------------------------------------------------------------------------------------------------------------|
| September 1, 2015 | Start of Agreement performance period                                                                                         |
| February 15, 2016 | Submit Reimbursement Request and Progress Report                                                                              |
| May 15, 2016      | Submit Reimbursement Request and Progress Report                                                                              |
| August 15, 2016   | Submit Reimbursement Request and Progress Report                                                                              |
| November 15, 2016 | Submit Reimbursement Request and Progress Report                                                                              |
| February 15, 2017 | Submit Reimbursement Request and Progress Report                                                                              |
| May 15, 2017      | Submit Reimbursement Request and Progress Report                                                                              |
| August 15, 2017   | Submit Reimbursement Request and Progress Report                                                                              |
| November 15, 2017 | Submit Reimbursement Request and Progress Report                                                                              |
| November 30, 2017 | All work ceases. Grant Agreement End Date                                                                                     |
| January 15, 2018  | Submit Closeout Report and Final Reimbursement Request.<br><b>** Reports are due before final invoice will be reimbursed.</b> |

## BUDGET

**FFY15 Homeland Security Grant Program (HSGP)  
Urban Area Security Initiative (UASI)**

| PROJECT                                    | SOLUTION AREA   | AMOUNT            | PERSONNEL         | LETPA             |
|--------------------------------------------|-----------------|-------------------|-------------------|-------------------|
| <b>PROJECT #1<br/>Sustainment</b>          | Planning        | \$ 255,000        | \$ 245,000        | \$ -              |
|                                            | Organization    | \$ -              | \$ -              | \$ -              |
|                                            | Equipment       | \$ -              |                   | \$ -              |
|                                            | Training        | \$ -              | \$ -              | \$ -              |
|                                            | Exercise        | \$ -              | \$ -              | \$ -              |
|                                            | Indirect 0%     | \$ -              |                   | \$ -              |
|                                            | <b>Subtotal</b> | <b>\$ 255,000</b> | <b>\$ 245,000</b> | <b>\$ -</b>       |
| <b>PROJECT #2<br/>Bomb Suits</b>           | Planning        | \$ -              | \$ -              | \$ -              |
|                                            | Organization    | \$ -              | \$ -              | \$ -              |
|                                            | Equipment       | \$ 194,346        |                   | \$ 194,346        |
|                                            | Training        | \$ -              | \$ -              | \$ -              |
|                                            | Exercise        | \$ -              | \$ -              | \$ -              |
|                                            | Indirect 0%     | \$ -              |                   | \$ -              |
|                                            | <b>Subtotal</b> | <b>\$ 194,346</b> | <b>\$ -</b>       | <b>\$ 194,346</b> |
| <b>PROJECT #3<br/>Vulnerable Pops</b>      | Planning        | \$ 110,000        | \$ 105,000        | \$ -              |
|                                            | Organization    | \$ -              | \$ -              | \$ -              |
|                                            | Equipment       | \$ -              |                   | \$ -              |
|                                            | Training        | \$ -              | \$ -              | \$ -              |
|                                            | Exercise        | \$ -              | \$ -              | \$ -              |
|                                            | Indirect 0%     | \$ -              |                   | \$ -              |
|                                            | <b>Subtotal</b> | <b>\$ 110,000</b> | <b>\$ 105,000</b> | <b>\$ -</b>       |
| <b>PROJECT #4<br/>Citizen Preparedness</b> | Planning        | \$ 100,000        | \$ 20,000         | \$ -              |
|                                            | Organization    | \$ -              | \$ -              | \$ -              |
|                                            | Equipment       | \$ -              |                   | \$ -              |
|                                            | Training        | \$ -              | \$ -              | \$ -              |
|                                            | Exercise        | \$ -              | \$ -              | \$ -              |
|                                            | Indirect 0%     | \$ -              |                   | \$ -              |
|                                            | <b>Subtotal</b> | <b>\$ 100,000</b> | <b>\$ 20,000</b>  | <b>\$ -</b>       |
| <b>PROJECT #5<br/>Fusion Center</b>        | Planning        | \$ -              | \$ -              | \$ -              |
|                                            | Organization    | \$ 500,000        | \$ 466,400        | \$ 500,000        |
|                                            | Equipment       | \$ -              |                   | \$ -              |
|                                            | Training        | \$ -              | \$ -              | \$ -              |
|                                            | Exercise        | \$ -              | \$ -              | \$ -              |
|                                            | Indirect 0%     | \$ -              |                   | \$ -              |
|                                            | <b>Subtotal</b> | <b>\$ 500,000</b> | <b>\$ 466,400</b> | <b>\$ 500,000</b> |
| <b>PROJECT #6<br/>Seattle EOC</b>          | Planning        | \$ -              | \$ -              | \$ -              |
|                                            | Organization    | \$ 40,000         | \$ -              | \$ -              |
|                                            | Equipment       | \$ 405,000        |                   | \$ -              |
|                                            | Training        | \$ -              | \$ -              | \$ -              |
|                                            | Exercise        | \$ -              | \$ -              | \$ -              |
|                                            | Indirect 0%     | \$ -              |                   | \$ -              |
|                                            | <b>Subtotal</b> | <b>\$ 445,000</b> | <b>\$ -</b>       | <b>\$ -</b>       |
| <b>PROJECT #7<br/>Structural Collapse</b>  | Planning        | \$ -              | \$ -              | \$ -              |
|                                            | Organization    | \$ -              | \$ -              | \$ -              |
|                                            | Equipment       | \$ -              |                   | \$ -              |
|                                            | Training        | \$ 350,000        | \$ 270,000        | \$ -              |
|                                            | Exercise        | \$ -              | \$ -              | \$ -              |
|                                            | Indirect 0%     | \$ -              |                   | \$ -              |
|                                            | <b>Subtotal</b> | <b>\$ 350,000</b> | <b>\$ 270,000</b> | <b>\$ -</b>       |
| <b>PROJECT #8<br/>CUF</b>                  | Planning        | \$ -              | \$ -              | \$ -              |
|                                            | Organization    | \$ -              | \$ -              | \$ -              |
|                                            | Equipment       | \$ -              |                   | \$ -              |
|                                            | Training        | \$ 50,000         | \$ -              | \$ 50,000         |
|                                            | Exercise        | \$ -              | \$ -              | \$ -              |
|                                            | Indirect 0%     | \$ -              |                   | \$ -              |
|                                            | <b>Subtotal</b> | <b>\$ 50,000</b>  | <b>\$ -</b>       | <b>\$ 50,000</b>  |

## Exhibit E Continued

## BUDGET

**FFY15 Homeland Security Grant Program (HSGP)  
Urban Area Security Initiative (UASI)**

|                                                                                                                                                                                                                                                             |                     |                         |              |            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------------|--------------|------------|
| PROJECT #9<br>SCBA                                                                                                                                                                                                                                          | Planning            | \$ -                    | \$ -         | \$ -       |
|                                                                                                                                                                                                                                                             | Organization        | \$ -                    | \$ -         | \$ -       |
|                                                                                                                                                                                                                                                             | Equipment           | \$ 50,000               |              | \$ 50,000  |
|                                                                                                                                                                                                                                                             | Training            | \$ -                    | \$ -         | \$ -       |
|                                                                                                                                                                                                                                                             | Exercise            | \$ -                    | \$ -         | \$ -       |
|                                                                                                                                                                                                                                                             | Indirect XX%        | \$ -                    |              | \$ -       |
|                                                                                                                                                                                                                                                             | Subtotal            | \$ 50,000               | \$ -         | \$ 50,000  |
| PROJECT #10<br>FDIU                                                                                                                                                                                                                                         | Planning            | \$ -                    | \$ -         | \$ -       |
|                                                                                                                                                                                                                                                             | Organization        | \$ -                    | \$ -         | \$ -       |
|                                                                                                                                                                                                                                                             | Equipment           | \$ 76,000               |              | \$ 76,000  |
|                                                                                                                                                                                                                                                             | Training            | \$ 24,000               | \$ -         | \$ 24,000  |
|                                                                                                                                                                                                                                                             | Exercise            | \$ -                    | \$ -         | \$ -       |
|                                                                                                                                                                                                                                                             | Indirect XX%        | \$ -                    |              | \$ -       |
|                                                                                                                                                                                                                                                             | Subtotal            | \$ 100,000              | \$ -         | \$ 100,000 |
| PROJECT #11<br>Heavy Rescue<br>Breach & Break                                                                                                                                                                                                               | Planning            | \$ -                    | \$ -         | \$ -       |
|                                                                                                                                                                                                                                                             | Organization        | \$ -                    | \$ -         | \$ -       |
|                                                                                                                                                                                                                                                             | Equipment           | \$ 100,000              |              | \$ -       |
|                                                                                                                                                                                                                                                             | Training            | \$ -                    | \$ -         | \$ -       |
|                                                                                                                                                                                                                                                             | Exercise            | \$ -                    | \$ -         | \$ -       |
|                                                                                                                                                                                                                                                             | Indirect XX%        | \$ -                    |              | \$ -       |
|                                                                                                                                                                                                                                                             | Subtotal            | \$ 100,000              | \$ -         | \$ -       |
| PROJECT #12<br>Heavy Rescue<br>Shoring/Crib                                                                                                                                                                                                                 | Planning            | \$ -                    | \$ -         | \$ -       |
|                                                                                                                                                                                                                                                             | Organization        | \$ -                    | \$ -         | \$ -       |
|                                                                                                                                                                                                                                                             | Equipment           | \$ 25,000               |              | \$ -       |
|                                                                                                                                                                                                                                                             | Training            | \$ -                    | \$ -         | \$ -       |
|                                                                                                                                                                                                                                                             | Exercise            | \$ -                    | \$ -         | \$ -       |
|                                                                                                                                                                                                                                                             | Indirect XX%        | \$ -                    |              | \$ -       |
|                                                                                                                                                                                                                                                             | Subtotal            | \$ 25,000               | \$ -         | \$ -       |
| PROJECT #13<br>Fiber Optic                                                                                                                                                                                                                                  | Planning            | \$ -                    | \$ -         | \$ -       |
|                                                                                                                                                                                                                                                             | Organization        | \$ -                    | \$ -         | \$ -       |
|                                                                                                                                                                                                                                                             | Equipment           | \$ 79,619               |              | \$ 79,619  |
|                                                                                                                                                                                                                                                             | Training            | \$ -                    | \$ -         | \$ -       |
|                                                                                                                                                                                                                                                             | Exercise            | \$ -                    | \$ -         | \$ -       |
|                                                                                                                                                                                                                                                             | Indirect XX%        | \$ -                    |              | \$ -       |
|                                                                                                                                                                                                                                                             | Subtotal            | \$ 79,619               | \$ -         | \$ 79,619  |
| M&A                                                                                                                                                                                                                                                         | Salaries & Benefits | \$ 68,958               | \$ 68,958    |            |
|                                                                                                                                                                                                                                                             | Overtime/Backfill   | \$ -                    | \$ -         |            |
|                                                                                                                                                                                                                                                             | Goods & Services    | \$ 2,000                |              |            |
|                                                                                                                                                                                                                                                             | Travel/Per Diem     | \$ 2,000                |              |            |
|                                                                                                                                                                                                                                                             | Indirect XX%        | \$ -                    |              |            |
|                                                                                                                                                                                                                                                             | Subtotal            | \$ 72,958               | \$ 68,958    | \$ -       |
| TOTAL Allocated AMOUNT:                                                                                                                                                                                                                                     |                     | \$ 2,431,923            | \$ 1,175,358 | \$ 973,965 |
| Less County Agreement executed directly with the Department                                                                                                                                                                                                 |                     | \$ -                    | \$ -         | \$ -       |
| TOTAL Grant Agreement AMOUNT:                                                                                                                                                                                                                               |                     | \$ 2,431,923            | \$ 1,175,358 | \$ 973,965 |
| GRANT AGREEMENT CAPS & THRESHOLDS                                                                                                                                                                                                                           |                     |                         |              |            |
| The Subgrantee ensures                                                                                                                                                                                                                                      |                     |                         |              |            |
| The Personnel expenditures under this agreement will not exceed the percentage established within this budget. If the percentage is greater than 50%, the personnel costs over 50% will not be reimbursed unless a personnel cap waiver is approved by DHS. |                     |                         |              |            |
| Personnel Expenses: \$1,175,358                                                                                                                                                                                                                             |                     | 48% of Agreement Amount |              |            |
| The total expenditures meeting the Law Enforcement Terrorism Prevention (LETPA) eligibility will equal or exceed the percentage established within this budget.                                                                                             |                     |                         |              |            |
| LETPA: \$973,965                                                                                                                                                                                                                                            |                     | 40% of Agreement Amount |              |            |
| Cumulative transfers to Projects in excess of 10% of Grant Agreement amount will not be reimbursed without prior written authorization from the Department                                                                                                  |                     |                         |              |            |

**15HSGP Award Document**  
**EMW-2015-SS-00013-S01**

**Award Letter**



U.S. Department of Homeland Security  
 Washington, D.C. 20472

Bret Daugherty  
 Washington State Military Department  
 Building 20  
 Camp Murray, WA 98430

Re: Grant No. EMW-2015-SS-00013

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2015 Homeland Security Grant Program has been approved in the amount of \$ \$13,512,908.00. You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligor Document (attached to this Award Letter)
- FY 2015 Homeland Security Grant Program Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go on-line to the ND Grants system at <https://portal.fema.gov>. After logging in, you will see a subtitle Grants Management. Under this subtitle, you will see a link that says Award Package(s). Click this link to access your award packages. Click the Review Award Package link to review and accept the award package for your award. Please print your award package for your records.

Step 2: Please fill out and have your bank complete and sign the SF 1199A, Direct Deposit Sign-up Form. The information on the 1199A must match your SAM record. Be sure to include your DUNS and grant number on the form in Section 1F "Other." The SF 1199A should be sent directly from your financial institution to the FEMA Finance Center, via fax or mail to the Vendor Maintenance Office (see address below). The 1199A form will not be accepted unless it is received directly from the financial institution. Please pay careful attention to the instructions on the form.

FEMA Finance Center  
 Attn: Vendor Maintenance  
 P.O. Box 9001  
 Winchester, VA 22604

Secured Fax: (540) 504-2625  
 Email: FEMA-Finance@FEMA.DHS.gov

System for Award Management (SAM): Please ensure that your organization's name, address, DUNS number, EIN, and banking information are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all

FEMA awards. The System for Award Management is located at <http://www.sam.gov>. Future payments will be contingent on the information provided in the SAM; therefore it is imperative that the information is correct.

If you have any questions or concerns regarding the process to request your funds, please call (866) 927-5646.

 BRIAN KAMOIE, GPD Assistant Administrator



**Agreement Articles**

2015-09-01 00:00:00.0



U.S. Department of Homeland Security  
Washington, D.C. 20472

**AGREEMENT ARTICLES**  
**Homeland Security Grant Program**

**GRANTEE:**

Washington State Military Department

**PROGRAM:**

Homeland Security Grant Program

**AGREEMENT NUMBER:**

EMW-2015-SS-00013-S01

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#### **Article I - Summary Description of Award**

The purpose of the FY 2015 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$6,493,000.00, Urban Areas Security Initiative (UASI) funding in the amount of \$5,500,000.00, and Operation Stonegarden (OPSG) funding in the amount of \$1,519,908.00. The following counties received Operation Stonegarden funds: Clallam County, \$310,045.00; Colville Tribe, \$70,000.00; Ferry County, \$100,000.00; Island County, \$150,092.00; Jefferson County, \$74,000.00; Okanogan County, \$140,000.00; Pend Oreille County, \$78,000.00; San Juan County, \$140,000.00; Stevens County, \$90,000.00; and Whatcom County, \$367,771.00

#### **Article II - Operation Stonegarden Program Hold**

The recipients are prohibited from drawing down or reimbursing sub-recipients of Operation Stonegarden (OPSG) funding provided through this award until each unique, specific or modified county level, tribal or equivalent Operations Order and or Frag Order has been reviewed, and approved by official notification by DHS/FEMA and Customs and Border Protection/

United States Border Patrol (CBP/USBP). Each Operations Order will be transferred via the secure portal (CBP/USBP) BPETS system from each respective AOR Sector HQ to CBP/USBP HQ in Washington DC for review and pre-approval for Operational continuity, then forwarded to DHS/FEMA GPD/PGD OPSG Program Office for final review/approval. Official notification of approval will be sent by DHS/FEMA via email to the respective State Administrative Agency (SAA) and CBP/USBP HQ in Washington DC.

### **Article III - Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

### **Article IV - Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### **Article V - Age Discrimination Act of 1975**

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

### **Article VI - Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

### **Article VII - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) respectively.

### **Article VIII - Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

### **Article IX - Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 *et seq.*), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

### **Article X - Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations)

### **Article XI - Assurances, Administrative Requirements and Cost Principles**

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative and audit requirements and cost principles that apply to DHS award recipients originate from 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 C.F.R. Part 3002.

#### **Article XII - Debarment and Suspension**

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

#### **Article XIII - Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 *et seq.*), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R. Part 3001.

#### **Article XIV - Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

#### **Article XV - Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

#### **Article XVI - Reporting Subawards and Executive Compensation**

##### **a. Reporting of first-tier subawards.**

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

##### **b. Reporting Total Compensation of Recipient Executives.**

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

**c. Reporting of Total Compensation of Subrecipient Executives.**

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

**d. Exemptions**

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards,

And

ii. The total compensation of the five most highly compensated executives of any subrecipient.

**e. Definitions. For purposes of this award term:**

1. *Entity* means all of the following, as defined in 2 CFR part 25.

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_\_\_ 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. *Salary and bonus*.
- ii. *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
- v. *Above-market earnings on deferred compensation which is not tax-qualified*.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**Article XVII - False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

**Article XVIII - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

**Article XIX - Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines

issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

#### **Article XX - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. §2225.

#### **Article XXI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

#### **Article XXII - Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

#### **Article XXIII - Non-supplanting Requirement**

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

#### **Article XXIV - Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

#### **Article XXV - Procurement of Recovered Materials**

All recipients must comply with section 6002 of the *Solid Waste Disposal Act*, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **Article XXVI - Contract Provisions for Non-federal Entity Contracts under Federal Awards**

- a. Contracts for more than the simplified acquisition threshold set at \$150,000.



All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

**b. Contracts in excess of \$10,000.**

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

**Article XXVII - SAFECOM**

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Article XXVIII - Terrorist Financing E.O. 13224**

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

**Article XXIX - Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

**Article XXX - Trafficking Victims Protection Act of 2000**

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

**Article XXXI - Rehabilitation Act of 1973**

All recipients of must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

**Article XXXII - System of Award Management and Universal Identifier Requirements**

**A. Requirement for System of Award Management**

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

**B. Requirement for unique entity identifier**

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

**C. Definitions**

For purposes of this award term:

1. *System of Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).

2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward*:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

#### **Article XXXIII - USA Patriot Act of 2001**

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

#### **Article XXXIV - Use of DHS Seal, Logo and Flags**

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article XXXV - Whistleblower Protection Act**

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

#### **Article XXXVI - DHS Specific Acknowledgements and Assurances**

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- 1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

#### **Article XXXVII - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

#### **Article XXXVIII - Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

#### **Article XXXIX - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@dhs.gov](mailto:ASK-GMD@dhs.gov) if you have any questions.

**Obligating Document for Award/Amendment**

|                                                                                                                       |                                                                                                                                                       |                                                                                                                                                         |                                                                                                                                     |                                                          |                            |                                          |
|-----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|----------------------------|------------------------------------------|
| <b>1a. AGREEMENT NO.</b><br>EMW-2015-SS-00013-S01                                                                     | <b>2.</b><br>AMENDMENT NO.<br>***                                                                                                                     | <b>3. RECIPIENT NO.</b><br>T916001095G                                                                                                                  | <b>4. TYPE OF ACTION</b><br>AWARD                                                                                                   | <b>5. CONTROL NO.</b><br>W510950N, W510952N,<br>W510953N |                            |                                          |
| <b>6. RECIPIENT NAME AND ADDRESS</b><br>Washington State Military Department<br>Building 20<br>Camp Murray, WA, 98430 | <b>7. ISSUING FEMA OFFICE AND ADDRESS</b><br>Grant Operations<br>245 Murray Lane - Building 410, SW<br>Washington DC, 20528-7000<br>POC: 866-927-5646 | <b>8. PAYMENT OFFICE AND ADDRESS</b><br>Financial Services Branch<br>500 C Street, S.W., Room 723<br>Washington DC, 20472                               |                                                                                                                                     |                                                          |                            |                                          |
| <b>9. NAME OF RECIPIENT PROJECT OFFICER</b><br>Michael Alston                                                         | <b>PHONE NO.</b><br>253-512-7083                                                                                                                      | <b>10. NAME OF FEMA PROJECT COORDINATOR</b><br>Central Scheduling and Information Desk<br>Phone: 800-368-6498<br>Email: Askcsid@dhs.gov                 |                                                                                                                                     |                                                          |                            |                                          |
| <b>11. EFFECTIVE DATE OF THIS ACTION</b><br>09/01/2015                                                                | <b>12. METHOD OF PAYMENT</b><br>PARS                                                                                                                  | <b>13. ASSISTANCE ARRANGEMENT</b><br>Cost Reimbursement                                                                                                 | <b>14. PERFORMANCE PERIOD</b><br><br><b>From:</b> 09/01/2015 <b>To:</b> 08/31/2018<br><b>Budget Period</b><br>09/01/2015 08/31/2018 |                                                          |                            |                                          |
| <b>15. DESCRIPTION OF ACTION</b><br>a. (Indicate funding data for awards or financial changes)                        |                                                                                                                                                       |                                                                                                                                                         |                                                                                                                                     |                                                          |                            |                                          |
| <b>PROGRAM NAME</b><br>ACRONYM                                                                                        | <b>CFDA NO.</b>                                                                                                                                       | <b>ACCOUNTING DATA (ACCS CODE)</b><br>XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X                                                                                 | <b>PRIOR TOTAL AWARD</b>                                                                                                            | <b>AMOUNT AWARDED THIS ACTION</b><br>+ OR (-)            | <b>CURRENT TOTAL AWARD</b> | <b>CUMULATIVE NON-FEDERAL COMMITMENT</b> |
| Homeland Security Grant Program                                                                                       | 97.067                                                                                                                                                | 2015-SL-B112-P410-4101-D:W510952N \$ 1,519,908.00; 2015-SL-B111-P410-4101-D:W510950N \$ 6,493,000.00; 2015-SL-B211-P410-4101-D:W510953N \$ 5,500,000.00 | \$0.00                                                                                                                              | \$13,512,908.00                                          | \$13,512,908.00            | \$0.00                                   |
| <b>TOTALS</b>                                                                                                         |                                                                                                                                                       |                                                                                                                                                         | <b>\$0.00</b>                                                                                                                       | <b>\$13,512,908.00</b>                                   | <b>\$13,512,908.00</b>     | <b>\$0.00</b>                            |

b. To describe changes other than funding data or financial changes, attach schedule and check here.  
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Homeland Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

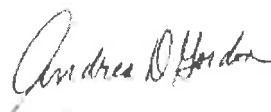
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)  
Bret Daugherty, The Adjutant General

DATE  
08/12/2015

18. FEMA SIGNATORY OFFICIAL (Name and Title)

DATE  
08/10/2015

 ANDREA GORDON , Assistance Officer



811 South 192nd Street, #100  
SeaTac, WA 98148

Ph: (206) 870-0244  
Fax: (206) 299-9990

# Exhibit 2

## Quotation

|                    |          |
|--------------------|----------|
| <b>Date</b>        | 3/6/2017 |
| <b>Quotation #</b> | 19331    |
| <b>Rep</b>         |          |
| <b>Account #</b>   |          |
| <b>Project</b>     |          |

| <b>Bill To</b>                                                                                               |
|--------------------------------------------------------------------------------------------------------------|
| City of Seattle<br>Office of Emergency Management<br>105 5th Avenue South<br>Suite #300<br>Seattle, WA 98104 |

| <b>Ship To</b>                                                                                               |
|--------------------------------------------------------------------------------------------------------------|
| City of Seattle<br>Office of Emergency Management<br>105 5th Avenue South<br>Suite #300<br>Seattle, WA 98104 |

| <b>FOB</b>  |
|-------------|
| Destination |

| <b>Ship Via</b> | <b>Valid Until</b> | <b>P.O. No.</b> |
|-----------------|--------------------|-----------------|
| Ground          | 4/5/2017           |                 |

| <b>Item</b>         | <b>Description</b>                                                                                                | <b>Qty</b> | <b>Unit</b> | <b>Total</b> |
|---------------------|-------------------------------------------------------------------------------------------------------------------|------------|-------------|--------------|
|                     | Contract # 3178 - Subject to Contract Terms and Conditions                                                        |            |             |              |
| AW-HE130WP          | Panasonic - AW-HE130 HD Integrated Camera (White)                                                                 | 1          | 7,565.00    | 7,565.00T    |
| AW-RP50             | Panasonic Remote camera controller                                                                                | 1          | 1,933.75    | 1,933.75T    |
| DRA-8804-R2         | Ross Video Limited - Dual 3G Reclocking Amplifier w/<br>Standard Rear Module                                      | 1          | 594.17      | 594.17T      |
|                     | ---EOC Side Gear---                                                                                               |            |             |              |
| OG-3602-2A-XX-4A-EA | Multidyne - OG-3602 Transceiver Card, BiDi: 2 x 3GSDI, 4<br>Audio, Genlock, Tally, GPIOs,TC, Serial & Ethernet    | 1          | 3,055.79    | 3,055.79T    |
| R6-3602-AB-ST       | Multidyne - Rear I/O Module for OG-3602 Transceiver cards<br>for OG3. -FR-x openGear frame; ST fiber connector    | 1          | 212.50      | 212.50T      |
| OG-COMMS            | Multidyne - 2 Ch Partyline to analog line level (4 wire) audio<br>interface; Card for the openGear OG3-FR-x frame | 1          | 1,015.76    | 1,015.76T    |
| OG3-FR-C            | Multidyne - 20-slot openGear frame; Holds up to 10<br>HD-4000 series cards (each card requires 2 slots)           | 1          | 1,137.50    | 1,137.50T    |
| PS-OG3              | Multidyne - 150 Watt Universal Power Supply (90-264VAC)<br>for OG 3 frames                                        | 1          | 509.10      | 509.10T      |
|                     | ---Studio Side Gear---                                                                                            |            |             |              |
| OG-3602-2B-XX-4B-EB | Multidyne - OG-3602 Transceiver Card, BiDi: 2 x 3GSDI, 4<br>Audio, Genlock, Tally, GPIOs,TC, Serial & Ethernet    | 1          | 3,055.79    | 3,055.79T    |
| R6-3602-AB-ST       | Multidyne - Rear I/O Module for OG-3602 Transceiver cards<br>for OG3. -FR-x openGear frame; ST fiber connector    | 1          | 212.50      | 212.50T      |
| OG-COMMS            | Multidyne - 2 Ch Partyline to analog line level (4 wire) audio<br>interface; Card for the openGear OG3-FR-x frame | 1          | 1,015.76    | 1,015.76T    |
| OG3-FR-C            | Multidyne - 20-slot openGear frame; Holds up to 10<br>HD-4000 series cards (each card requires 2 slots)           | 1          | 1,137.50    | 1,137.50T    |

**Subtotal**

**Sales Tax (9.6%)**

**Total**



811 South 192nd Street, #100  
SeaTac, WA 98148

Ph: (206) 870-0244  
Fax: (206) 299-9990

# Exhibit 2 Quotation

|                    |          |
|--------------------|----------|
| <b>Date</b>        | 3/6/2017 |
| <b>Quotation #</b> | 19331    |
| <b>Rep</b>         |          |
| <b>Account #</b>   |          |
| <b>Project</b>     |          |

| <b>Bill To</b>                                                                                               |
|--------------------------------------------------------------------------------------------------------------|
| City of Seattle<br>Office of Emergency Management<br>105 5th Avenue South<br>Suite #300<br>Seattle, WA 98104 |

| <b>Ship To</b>                                                                                               |
|--------------------------------------------------------------------------------------------------------------|
| City of Seattle<br>Office of Emergency Management<br>105 5th Avenue South<br>Suite #300<br>Seattle, WA 98104 |

| <b>FOB</b>  |
|-------------|
| Destination |

| <b>Ship Via</b> | <b>Valid Until</b> | <b>P.O. No.</b> |
|-----------------|--------------------|-----------------|
| Ground          | 4/5/2017           |                 |

| <b>Item</b>      | <b>Description</b>                                                                                                                      | <b>Qty</b> | <b>Unit</b> | <b>Total</b> |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|--------------|
| PS-OG3           | Multidyne - 150 Watt Universal Power Supply (90-264VAC) for OG 3 frames                                                                 | 1          | 509.10      | 509.10T      |
| M-LYNX-702W      | Marshall Electronics - Dual 7" Rackmountable with HDMI, 3G-SDI, Component, Composite Inputs and Loop-Through (Waveform and Vectorscope) | 1          | 1,020.00    | 1,020.00T    |
| Freight Included | Shipping, freight and handling included in quoted price.                                                                                |            | 0.00        | 0.00T        |

**Subtotal** \$22,974.22  
**Sales Tax (9.6%)** \$2,205.53  
**Total** **\$25,179.75**



The City of Seattle  
**PURCHASING SERVICES**

700 – 5th Ave. #4112  
PO Box 94687  
Seattle, WA 98124-4687

## VENDOR CONTRACT

|                                 |                                                       |                        |                     |
|---------------------------------|-------------------------------------------------------|------------------------|---------------------|
| Vendor Contract #<br>0000003178 |                                                       | Date<br>7/17/14        | Change Order #<br>1 |
| Payment Terms<br>Net 30 Days    | Freight Terms<br>F.O.B Destination/Pre-Paid & Allowed |                        |                     |
| Buyer:<br>Michael Mears         | FAX:<br>206-233-5155                                  | Phone:<br>206-684-4570 |                     |

Vendor #: 0000211241  
MARK D.SIEGEL  
ADVANCED BROADCAST SOLUTIONS,  
LLC  
811 S 192<sup>nd</sup> St Ste 100  
Seatac, WA 98148

Contact: Tom Arenz  
Phone #: 425-357-9725  
Fax #: 425-952-8009  
E-Mail:  
[tom@advancedbroadcastsolutions.com](mailto:tom@advancedbroadcastsolutions.com)

**Ship To:**  
Ordering City Department

**Bill To:**  
Ordering City Department  
(See Below)

Advanced Broadcast Solutions, LLC was awarded on 11/22/13 a five (5) year term contract for furnishing to City Departments TELEVISION VIDEO PRODUCTION, BROADCAST EQUIPMENT & RELATED SERVICES to be ordered on an "as needed" basis in accordance with Attachment #1 and City of Seattle Terms and Conditions, in receipt.

Change Order #1 changes pricing structure of certain JVC Broadcast & Professional products identified with a "UPP" mark on its price list. Those items with this mark will be sold at MSRP with no discount. All other terms and conditions remain in full force and effect.

Contract Period: 12/01/13 through 11/30/18 with option to extend for one (1) additional 2-year period.

Orders shall be placed by City Departments. Invoices shall be mailed in duplicate to the City Departments, Accounts Payable, per attached list. Each invoice shall indicate Vendor Contract #0000003178. There are no maximum dollar limitations per order.

The City does not guarantee utilization of this contract. The City may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the City.

This contract is an acceptance of your offer dated 11/19/13. Any equipment, services or supplies provided as a result of this acceptance will be subject to the Terms and Conditions of the City of Seattle Invitation to Bid #DIT-46.

For all contractual matters, please contact Michael Mears, Purchasing & Contracting Services at 206-684-4570 or [michael.mears@seattle.gov](mailto:michael.mears@seattle.gov)

Authorized Signature/Date

 7-17-14





The City of Seattle  
**PURCHASING SERVICES**  
700 – 5th Ave. #4112  
PO Box 94687  
Seattle, WA 98124-4687

## VENDOR CONTRACT

|                                 |                                                       |                      |                        |
|---------------------------------|-------------------------------------------------------|----------------------|------------------------|
| Vendor Contract #<br>0000003178 |                                                       | Date<br>11/22/13     | Change Order #         |
| Payment Terms<br>Net 30 Days    | Freight Terms<br>F.O.B Destination/Pre-Paid & Allowed |                      |                        |
| Buyer:<br>Michael Mears         |                                                       | FAX:<br>206-233-5155 | Phone:<br>206-684-4570 |

Vendor #: 0000211241  
MARK D.SIEGEL  
ADVANCED BROADCAST SOLUTIONS,  
LLC  
811 S 192<sup>nd</sup> St Ste 100  
Seatac, WA 98148

Contact: Tom Arenz  
Phone #: 425-357-9725  
Fax #: 425-952-8009  
E-Mail:  
[tom@advancedbroadcastsolutions.com](mailto:tom@advancedbroadcastsolutions.com)

**Ship To:**  
Ordering City Department

**Bill To:**  
Ordering City Department  
(See Below)

Advanced Broadcast Solutions, LLC is awarded a five (5) year term contract for furnishing to City Departments TELEVISION VIDEO PRODUCTION, BROADCAST EQUIPMENT & RELATED SERVICES to be ordered on an "as needed" basis in accordance with Attachment #1 and City of Seattle Terms and Conditions, in receipt.

Contract Period: 12/01/13 through 11/30/18 with option to extend for one (1) additional 2-year period.

Orders shall be placed by City Departments. Invoices shall be mailed in duplicate to the City Departments, Accounts Payable, per attached list. Each invoice shall indicate Vendor Contract #0000003178. There are no maximum dollar limitations per order.

The City does not guarantee utilization of this contract. The City may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the City.

This contract is an acceptance of your offer dated 11/19/13. Any equipment, services or supplies provided as a result of this acceptance will be subject to the Terms and Conditions of the City of Seattle Invitation to Bid #DIT-46.

For all contractual matters, please contact Michael Mears, Purchasing & Contracting Services at 206-684-4570 or [michael.mears@seattle.gov](mailto:michael.mears@seattle.gov)

Authorized Signature/Date

 11-22-13

Mark D. Siegel  
Advanced Broadcast Solutions, LLC  
811 S 192<sup>nd</sup> St Ste 100  
Seatac, WA 98148  
Contact: Tom Arenz  
Phone: 425-357-9725 Fax: 425-952-8009 E-Mail: [tom@advancedbroadcastsolutions.com](mailto:tom@advancedbroadcastsolutions.com)

**Scope of Work:**

The Vendor shall furnish television video production, broadcast equipment, associated supplies and associated support to be ordered by City departments on an "as needed" basis.

**Contract Term:**

This contract shall be for five years, with one two-year extension allowed at the option of the City. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. The Vendor may also provide a notice to not extend, but must provide such notice at least 45 days prior to the otherwise automatic renewal date.

**No Guaranteed Utilization:**

The City does not guarantee utilization of this contract. The City reserves the right to multiple or partial awards. The City reserves the right to use other appropriate contract sources to obtain these products, such as State of Washington Contracts. If needed, the City may also periodically invite additional Vendors to submit bids or proposals for award to insure sufficient availability of product. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience.

**Trial Period and Right to Award to Next Low Vendor:**

A ninety (90) day trial period shall apply to this contract. During the trial period, the Vendor must perform in accordance with all terms and conditions of the contract. Failure to perform during this trial period may result in the immediate cancellation of the contract. In the event of dispute or discrepancy as to the acceptability of product or service, the City's decision shall prevail. The City agrees to pay only for authorized orders received up to the date of termination. If the contract is terminated within the trial period, the City reserves the option to award the contract to the next low responsive Vendor by mutual agreement with such Vendor. Any new award will be for the remainder of the contract and will also be subject to this trial period.

**No Minimum Order:**

There is no minimum order size for this contract unless for non-stocked special order items.

**Warranty:**

The Vendor shall warrant all materials and workmanship delivered under this contract to be free from defects, damage or failure for any reason whatsoever which the City may reasonably determine is the responsibility of the Vendor, for a duration offered by the manufacture starting from the date of purchase and without cost to the City for labor, materials, parts, installation or any other costs except where longer periods of warranty of guarantees are specified. Vendor will assist in enforcement of such manufacture's warranties.

**Ordering Procedure**

Orders will be placed directly by City departments. There is no minimum or maximum dollar amount limit per order.

**Installation Service**

It is desirable that the vendor offers on-site installation services. Typical installation may include,



but not limited to, equipment mounting in racks and cabling between equipment within one room.

**Reseller Support**

The vendor shall arrange for factory service of all equipment sold. The vendor shall provide on-site sales visits at least one time per quarter. The vendor shall demo units for evaluating new equipment. It is desirable that the vendor arrange for loaner/rental equipment during repairs.

**Freight Terms:**

The freight terms will be F.O.B. Destination, Prepaid & Allowed.

**Quality Assurance**

All equipment shall be new, and will be free of any defects. When appropriate, the Vendor will test the equipment to assure performance per manufactures specifications. The City shall reject any defective product delivered by Vendor and will be replaced by the Vendor, with same or better grade product at no additional cost to the City. The Vendor will be responsible for all shipping costs.

**Right to Replace Products & Product Discontinuance**

The City may allow the Contractor to provide a substitute product, upon confirmation that the ordered product has been discontinued. Pricing for such a product replacement or substitute must be the same discount rate as provided to the City on the original product.

**Cancellation of Orders**

The City may cancel an order before delivery without penalty or charge, providing that the Vendor has not incurred any special production costs such as custom fabrication in fulfilling the order. If the City cancels the order after production has begun for a non-standard or custom order, then the Contractor may charge the customer a cancellation penalty up to but not to exceed 10% penalty computed on the net contract price of the cancelled purchase item(s). If the vendor is bound by manufacturer cancellation policies they will supersede the City's policies.

**Returns and Restocking**

- Vendor Error: No restocking charge for items ordered due to Vendor error. Vendor pays all shipping costs.
- Standard Stock items: No restocking penalty applies if new, unused, in original packaging and shipped back within 30 days of receipt by the City. Customer pays the shipping cost.
- Non-Standard or Custom items: Item(s) may be returned if new, unused, in original packaging and shipped back within 30 days of receipt. Vendor may charge the purchaser a penalty up to but not to exceed 10% penalty computed on the net contract price of the returned item(s). Customer pays the shipping cost.
- Standard and Non-Standard items – no errors or defects – manufacturer policy will supersede City policy. City policies apply if the manufacturer has no published policy.

**Invoicing**

After the item(s) have been furnished to and accepted by the ordering department, the Contractor will submit the invoice to same, Attn: Accounts Payable. The successful Bidder will be furnished a listing of billing addresses of all City departments.

**Contract Expansion**

The manufactures listed in this ITB are currently the brands most commonly purchased by the City, although this does not represent all products that may be required from year to year. Therefore, any contract resulting from this Invitation to Bid may be expanded to cover products of other manufactures provided that such products are normally furnished by the factory authorized vendor, and that the vendor agrees to provide these other products using similar discounts. Any potential expansion will not be factored into the quotation evaluation.

### **Inter-Local Purchase Agreements**

The City of Seattle has entered into Inter-Local Purchase Agreements with other governmental agencies pursuant to RCW 39.34. The seller agrees to sell additional items at the bid price, terms and conditions to other governmental agencies. The City of Seattle accepts no responsibility for the payment of the purchase price by other governmental agencies.

### **Authorized Reseller**

Vendor shall be an authorized reseller of products sold under this contract. At any time during the contract the City reserves the right to verify such status.

### **Pricing**

Discounts below shall be firm-fixed throughout the term of the contract. At any time, the Contractor may increase this discount where volume of purchases or special market conditions warrants it.

Labor rates shall be firm-fixed for the first-two years from contract execution. Thereafter, the Vendor may request a labor rate increase annually that does not exceed the U.S. Department of Labor Consumer Price Index (CPI for All Urban Consumers Seattle-Tacoma-Bremerton calculated over the previous 12-month period. Any increase approved will be at the discretion of the Buyer. Requests for labor rate increases shall be made at least forty-five (45) days prior to the contract anniversary date.

| MANUFACTURER                            | Minimum %<br>Discount from<br>Manufacturer's<br>Published List<br>Price |
|-----------------------------------------|-------------------------------------------------------------------------|
| 1. Sony Broadcast and Professional      | 15                                                                      |
| 2. JVC Broadcast and Professional       | 15<br>(0 for items<br>marked "UPP")                                     |
| 3. Panasonic Broadcast and Professional | 15                                                                      |
| 4. Telemetrics                          | 5                                                                       |
| 5. Fujinon Broadcast and Professional   | 20                                                                      |
| 6. Canon Broadcast and Professional     | 15                                                                      |
| 7. Sachtler                             | 15                                                                      |
| 8. Grass Valley                         | 15                                                                      |

|                       |                            |
|-----------------------|----------------------------|
| 9. Anton Bauer        | 15                         |
| 10. Porta-Brase       | 10                         |
| 11. Miranda           | 20                         |
| 12. AJA               | 15                         |
| 13. Ross              | 15                         |
| 14. Tektronix         | 19                         |
| 15. Wohler            | 20                         |
| 16. PlayBox (WH only) | 15                         |
| 17. Chyron            | 17                         |
| 18. Vinten            | 15-20<br>(by product line) |
| 19. Autoscript        | 10                         |
| 20. RTS               | 10                         |
| 21. Lectrosonics      | (unilateral<br>pricing)    |
| 22. Frezzonlini       | 15                         |
| 23. Lowell            | 25                         |
| 24. Sennheiser        | 23                         |
| 25. Telex             | 20                         |



Other Information:

1. Labor Rate for Installation Services: \$75.00/hour (8AM – 5PM Monday through Friday)  
Minimum Hours: 4
2. Payment Terms: Net 30 Day

Mark D. Siegel  
Advanced Broadcast Solutions, LLC  
811 S 192<sup>nd</sup> St Ste 100  
Seatac, WA 98148  
Contact: Tom Arenz  
Phone: 425-357-9725 Fax: 425-952-8009 E-Mail: [tom@advancedbroadcastsolutions.com](mailto:tom@advancedbroadcastsolutions.com)

**Scope of Work:**

The Vendor shall furnish television video production, broadcast equipment, associated supplies and associated support to be ordered by City departments on an "as needed" basis.

**Contract Term:**

This contract shall be for five years, with one two-year extension allowed at the option of the City. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. The Vendor may also provide a notice to not extend, but must provide such notice at least 45 days prior to the otherwise automatic renewal date.

**No Guaranteed Utilization:**

The City does not guarantee utilization of this contract. The City reserves the right to multiple or partial awards. The City reserves the right to use other appropriate contract sources to obtain these products, such as State of Washington Contracts. If needed, the City may also periodically invite additional Vendors to submit bids or proposals for award to insure sufficient availability of product. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience.

**Trial Period and Right to Award to Next Low Vendor:**

A ninety (90) day trial period shall apply to this contract. During the trial period, the Vendor must perform in accordance with all terms and conditions of the contract. Failure to perform during this trial period may result in the immediate cancellation of the contract. In the event of dispute or discrepancy as to the acceptability of product or service, the City's decision shall prevail. The City agrees to pay only for authorized orders received up to the date of termination. If the contract is terminated within the trial period, the City reserves the option to award the contract to the next low responsive Vendor by mutual agreement with such Vendor. Any new award will be for the remainder of the contract and will also be subject to this trial period.

**No Minimum Order:**

There is no minimum order size for this contract unless for non-stocked special order items.

**Warranty:**

The Vendor shall warrant all materials and workmanship delivered under this contract to be free from defects, damage or failure for any reason whatsoever which the City may reasonably determine is the responsibility of the Vendor, for a duration offered by the manufacture starting from the date of purchase and without cost to the City for labor, materials, parts, installation or any other costs except where longer periods of warranty of guarantees are specified. Vendor will assist in enforcement of such manufacture's warranties.

**Ordering Procedure**

Orders will be placed directly by City departments. There is no minimum or maximum dollar amount limit per order.

**Installation Service**

It is desirable that the vendor offers on-site installation services. Typical installation may include,

but not limited to, equipment mounting in racks and cabling between equipment within one room.

**Reseller Support**

The vendor shall arrange for factory service of all equipment sold. The vendor shall provide on-site sales visits at least one time per quarter. The vendor shall demo units for evaluating new equipment. It is desirable that the vendor arrange for loaner/rental equipment during repairs.

**Freight Terms:**

The freight terms will be F.O.B. Destination, Prepaid & Allowed.

**Quality Assurance**

All equipment shall be new, and will be free of any defects. When appropriate, the Vendor will test the equipment to assure performance per manufactures specifications. The City shall reject any defective product delivered by Vendor and will be replaced by the Vendor, with same or better grade product at no additional cost to the City. The Vendor will be responsible for all shipping costs.

**Right to Replace Products & Product Discontinuance**

The City may allow the Contractor to provide a substitute product, upon confirmation that the ordered product has been discontinued. Pricing for such a product replacement or substitute must be the same discount rate as provided to the City on the original product.

**Cancellation of Orders**

The City may cancel an order before delivery without penalty or charge, providing that the Vendor has not incurred any special production costs such as custom fabrication in fulfilling the order. If the City cancels the order after production has begun for a non-standard or custom order, then the Contractor may charge the customer a cancellation penalty up to but not to exceed 10% penalty computed on the net contract price of the cancelled purchase item(s). If the vendor is bound by manufacturer cancellation policies they will supersede the City's policies.

**Returns and Restocking**

- Vendor Error: No restocking charge for items ordered due to Vendor error. Vendor pays all shipping costs.
- Standard Stock items: No restocking penalty applies if new, unused, in original packaging and shipped back within 30 days of receipt by the City. Customer pays the shipping cost.
- Non-Standard or Custom items: Item(s) may be returned if new, unused, in original packaging and shipped back within 30 days of receipt. Vendor may charge the purchaser a penalty up to but not to exceed 10% penalty computed on the net contract price of the returned item(s). Customer pays the shipping cost.
- Standard and Non-Standard items – no errors or defects – manufacturer policy will supersede City policy. City policies apply if the manufacturer has no published policy.

**Invoicing**

After the item(s) have been furnished to and accepted by the ordering department, the Contractor will submit the invoice to same, Attn: Accounts Payable. The successful Bidder will be furnished a listing of billing addresses of all City departments.

**Contract Expansion**

The manufactures listed in this ITB are currently the brands most commonly purchased by the City, although this does not represent all products that may be required from year to year. Therefore, any contract resulting from this Invitation to Bid may be expanded to cover products of other manufactures provided that such products are normally furnished by the factory authorized vendor, and that the vendor agrees to provide these other products using similar discounts. Any potential expansion will not be factored into the quotation evaluation.



**Inter-Local Purchase Agreements**

The City of Seattle has entered into Inter-Local Purchase Agreements with other governmental agencies pursuant to RCW 39.34. The seller agrees to sell additional items at the bid price, terms and conditions to other governmental agencies. The City of Seattle accepts no responsibility for the payment of the purchase price by other governmental agencies.

**Authorized Reseller**

Vendor shall be an authorized reseller of products sold under this contract. At any time during the contract the City reserves the right to verify such status.

**Pricing**

Discounts below shall be firm-fixed throughout the term of the contract. At any time, the Contractor may increase this discount where volume of purchases or special market conditions warrants it.

Labor rates shall be firm-fixed for the first-two years from contract execution. Thereafter, the Vendor may request a labor rate increase annually that does not exceed the U.S. Department of Labor Consumer Price Index (CPI for All Urban Consumers Seattle-Tacoma-Bremerton calculated over the previous 12-month period. Any increase approved will be at the discretion of the Buyer. Requests for labor rate increases shall be made at least forty-five (45) days prior to the contract anniversary date.

| MANUFACTURER                            | Minimum %<br>Discount from<br>Manufacturer's<br>Published List<br>Price |
|-----------------------------------------|-------------------------------------------------------------------------|
| 1. Sony Broadcast and Professional      | 15                                                                      |
| 2. JVC Broadcast and Professional       | 15                                                                      |
| 3. Panasonic Broadcast and Professional | 15                                                                      |
| 4. Telemetrics                          | 5                                                                       |
| 5. Fujinon Broadcast and Professional   | 20                                                                      |
| 6. Canon Broadcast and Professional     | 15                                                                      |
| 7. Sachtler                             | 15                                                                      |
| 8. Grass Valley                         | 15                                                                      |
| 9. Anton Bauer                          | 15                                                                      |

|                       |                            |
|-----------------------|----------------------------|
| 10. Porta-Brase       | 10                         |
| 11. Miranda           | 20                         |
| 12. AJA               | 15                         |
| 13. Ross              | 15                         |
| 14. Tektronix         | 19                         |
| 15. Wohler            | 20                         |
| 16. PlayBox (WH only) | 15                         |
| 17. Chyron            | 17                         |
| 18. Vinten            | 15-20<br>(by product line) |
| 19. Autoscript        | 10                         |
| 20. RTS               | 10                         |
| 21. Lectrosonics      | (unilateral<br>pricing)    |
| 22. Frezzonlini       | 15                         |
| 23. Lowell            | 25                         |
| 24. Sennheiser        | 23                         |
| 25. Telex             | 20                         |

Other Information:

1. Labor Rate for Installation Services: \$75.00/hour (8AM – 5PM Monday through Friday)  
Minimum Hours: 4
2. Payment Terms: Net 30 Day



**Staff Report 034-20**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 3/16/2020

**SUBJECT** Mutual Law Enforcement Assistance Agreement for Canine Unit Training

**Key Points**

- The Kelso Police Department (KPD) desires to engage the Vancouver Police Department (VPD) to complete certain services associated with the selection and training of a KPD K-9 handler and one Police Service Dog, which will service the City of Kelso.
- VPD has scheduled training, to begin in April 2020 for a VPD K-9 handler and Police Service Dog.
- There is mutual benefit in training VPD's service dog and KPD's service dogs together.

**Strategic Plan Alignment**

**Goal 2:** Provide effective, innovative and well-resourced police, fire and emergency medical services.

**Objective 10.1:** Lend the City's Support, as appropriate, to assist with the success of community projects.

**Present Situation**

KPD intends to add a dual-purpose K-9 to KPD and has requested that VPD train the police service dog. VPD has a certified K-9 trainer and will be running an academy to certify a new K-9 for VPD's program in April 2020. VPD will benefit if KPD participates in the academy because KPD will provide additional help and having two dogs in the program allows for better feedback and skills assessment. Also having another certified K-9 in the region assists when there are multiple high profile incidents occurring at the same time.

**Advantage(s)**

1. Provides a new partnership with an agency that does not currently have a K-9 program.

2. Improves the number of certified K-9 teams in the Southwest Washington region.
3. There is no additional cost to the City or the Vancouver Police Department.

**Disadvantage(s)**

None

**Budget Impact**

None

**Prior Council Review**

None

**Action Requested**

Authorize the City Manager or his designee to execute the attached Mutual Law Enforcement Assistance Agreement for Canine Unit Training and take any and all action necessary to enforce the terms thereof.

*Lt. Kathy McNicholas, Vancouver Police Department, 487-7442*

**ATTACHMENTS:**

- ▢ Mutual Law Enforcement Assistance Agreement for Canine Unit Training

# **MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT**

## **CANINE UNIT TRAINING**

### **Vancouver Police Department & Kelso Police Department**

THIS MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT ("Agreement" herein), is made and entered into by and between the City of Vancouver ("Vancouver"), by and through the Vancouver Police Department ("VPD") and the City of Kelso, Washington ("Kelso"), by and through the Kelso Police Department ("KPD"), to provide selection, training, inspection, and assessment of one KPD K-9 (canine) team consisting of one police service dog and the handler.

## **RECITALS**

WHEREAS, KPD desires to engage VPD to perform, and VPD agrees to undertake, carry out and complete certain services associated with the selection and training of a KPD K-9 handler and one Police Service Dog, which will service the City of Kelso; and

WHEREAS, VPD has a certified Police Dog Trainer; and

WHEREAS, VPD has scheduled training, to begin in April 2020, for one VPD K-9 handler and Police Service Dog, which will service the City of Vancouver; and

WHEREAS, VPD desires to concurrently train KPD's Police Service Dog; and

WHEREAS, there is mutual benefit to training the VPD Police Service Dog and KPD Police Service Dog together, as each dog's progress and responsiveness to training may be measured against the other; and

WHEREAS, there is mutual benefit to Vancouver and Kelso in having additional Police Service Dogs trained and available to respond to incidents in the region.

NOW, THEREFORE, the parties agree as follows:

## **I. PARTIES TO THE AGREEMENT.**

The parties to the Agreement are:

- A. VPD City of Vancouver  
P.O. Box 1995  
Vancouver, WA 98668-1995
- B. KPD City of Kelso  
203 S. Pacific Ave  
P.O. Box 819  
Kelso, WA 98626

## **II. EFFECTIVE DATE, DURATION AND RATIFICATION.**

This Agreement shall become effective as of the date set forth on which the last of the parties, whether VPD or KPD, executes said Agreement, and shall be operative from on or about March 23, 2020 until completion of the Work set forth in Article V, below, or termination as set forth in Article IX, below. Any acts made consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

## **III. PURPOSE AND FUNCTION.**

The purpose of this Agreement is to provide selection, training, inspection, assessment, and as appropriate, certification of one KPD K-9 team consisting of one police service dog and the handler by KPD.

## **IV. ORGANIZATION.**

No separate legal or administrative entity is created by this Agreement and this Agreement does not affect the organization or functions of the parties, except as specifically provided for herein.

## **V. DESCRIPTION OF WORK AND OBLIGATIONS OF PARTIES.**

A. VPD is responsible for the following:

1. Assistance with the selection of one Police Service Dog, which will be purchased and owned by KPD.
2. Four hundred (400) hours of patrol training, inspection and assessment of one Police Service Dog owned by KPD and its handler, commencing on or about April 6, 2020, and continuing over approximately ten (10) weeks thereafter.

3. Two Hundred (200) hours of Narcotics cross training, inspection and assessment of one working Police Service Dog, owned by KPD and its handler, commencing on or about April 6, 2020, and continuing over approximately twenty-four (24) weeks thereafter.
4. Identifying appropriate training location(s).
5. As appropriate, certification of the Police/Narcotics Detection Service Dog team, belonging to KPD at the conclusion of said training.
6. VPD, through Police Corporal Ryan Starbuck, shall perform and complete all work and services required by VPD under Section V.A. (1)-(5) above. KPD through its representative shall have the right to review and inspect the work during the course of its performance at such times, as may be specified by the representative.

B. KPD is responsible for the following:

1. KPD will purchase and maintain ownership of one Police Service Dog, which will be selected with assistance from VPD.
2. KPD will provide necessary logistical and personnel to support selection, training, inspection and assessment, described above. Upon request by VPD, KPD will provide K-9 handler, Police Officer Sarah Brent, to assist with training.
3. KPD's handler will participate fully in all training provided by VPD under this agreement at the training location(s) chosen by VPD.

C. Mutual Cooperation:

1. VPD and KPD agree to comply with each other's reasonable requests and to provide access to facilities, assets and personnel necessary for the VPD to provide services under this Agreement.
2. Necessary facilities, assets and personnel include, but are not limited to, K-9 unit, including dog, handler and patrol vehicle.

## **VI. COSTS.**

Each Party shall be responsible for its own costs and expenses associated with its respective responsibilities under this Agreement. If there are rental or other costs associated with the K-9 training locations, VPD and KPD will share such costs equally, each paying one-half of the cost.



VPD recognizes the mutual benefits associated with this Agreement as stated in the Recitals and accordingly will not charge KPD a fee for the training provided under this Agreement.

## **VII. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS.**

Notwithstanding any other provision to contrary, it is expressly understood and agreed that to the fullest extent permitted by law, the City of Kelso hereby agrees to indemnify, defend, save and hold harmless the City of Vancouver, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suites or judgments, including costs and expenses incurred in connection therewith, of whatsoever kind of nature, arising out of, in connection with, or incident to, the performance of this Agreement. Without limiting the generality of the foregoing, Kelso further expressly agrees to indemnify, defend, save and hold harmless the City of Vancouver, its officials, employees, and agents, from and against any and all liability, claims, demands, causes of action, suits or judgment, including costs and expenses incurred in connection therewith, for deaths or injuries to persons arising out of, in connection with, or incident to the performance of this Agreement by Kelso, its officials, employees, or agents.

This indemnity and hold harmless shall not apply in the case where liability arises from the sole negligence of the City of Vancouver.

In the event that any claim or suit is brought against Kelso based on demand, claim, or cause of action alleged to arise in connection with or incident to the performance of this Agreement by Kelso, Kelso shall promptly notify the City of Vancouver of same; and the City of Vancouver retains the right to participate in said claim and/or suit.

This indemnity agreement shall include any claim made against the City of Vancouver by an employee of Kelso or subcontractor or agent of Kelso, even if Kelso is thus or otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.

**KELSO SPECIFICALLY ACKNOWLEDGES THAT THE PROVISIONS CONTAINED HEREIN HAVE BEEN MUTUALLY NEGOTIATED** by the parties and it is the intent of the parties that the County provide the broadest scope of indemnity permitted by law.

## **VIII. INSURANCE**

The Parties each agree to maintain liability insurance in force with coverages and limits of liability typically maintained by municipalities performing work of a scope and nature similar to that called for under this Agreement.

## **IX. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES.**

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given are as follows:

A. The principal representative of the City shall be:

James P. McElvain Ph.D., Chief of Police  
Vancouver Police Department  
605 E. Evergreen Boulevard  
Vancouver, WA 98663

B. The principal representative of Kelso shall be:

Darr Kirk, Police Chief  
Kelso Police Department  
201 South Pacific Ave  
Kelso, WA 98626

C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or mail, registered or certified, postage prepaid.

D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

#### **IX. TERMINATION OF CONTRACT.**

Either Party may terminate this agreement by providing thirty (30) days written notice to the other Party. No transfer or acquisition of property by or between the parties is provided by this Agreement and each Party shall retain ownership of their respective property upon termination or expiration of this Agreement.

#### **SIGNATURES**

##### **CITY OF VANCOUVER**

\_\_\_\_\_  
James P. McElvain, Ph.D.  
Title: Police Chief  
Date Executed: \_\_\_\_\_

Approved as to form only:

\_\_\_\_\_  
City Attorney

Attest:

\_\_\_\_\_  
Natasha Ramras

Title: City Clerk

Date: \_\_\_\_\_

**CITY OF KELSO**

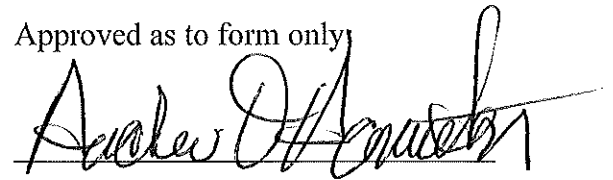


\_\_\_\_\_  
Darr Kirk

Title: Police Chief

Date Executed: 2/27/2020

Approved as to form only



\_\_\_\_\_  
City Manager

## 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:

\$ 1,224,873.76 this 16th day of March 2020.

  
MAYOR

  
COUNCILMEMBER

  
AUDITING OFFICER

  
COUNCILMEMBER

| DATE              | INCLUSIVE CHECK NUMBERS                | CHECK TOTAL     |
|-------------------|----------------------------------------|-----------------|
| March 3 - March 9 | Accounts Payable Checks (see attached) | \$ 1,216,271.48 |
| March 3 - March 9 | Hansen City Payments (see attached)    | \$ 5,358.06     |
| March 3 - March 9 | Visa Refunds (see attached)            | \$ 3,244.22     |
| March 3 - March 9 | Payroll Checks (see attached)          | \$ -            |
| TOTAL             |                                        | \$ 1,224,873.76 |

# 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        | 3/3/2020            | 18,792.37             | Bank Of America N.A. - Remit-To: Account Analysis                           |                                   |
| Supplier Payment        | Manual Wire         | No Reference        | 3/3/2020            | 32,426.65             | Gallagher Bassett Services Inc                                              |                                   |
| Supplier Payment        | Manual Wire         | No Reference        | 3/4/2020            | 16,747.36             | VSP Vision Care Inc                                                         |                                   |
| Supplier Payment        | Manual Wire         | No Reference        | 3/5/2020            | 270.00                | State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit |                                   |
| Supplier Payment        | Manual Wire         | No Reference        | 3/9/2020            | 122,001.21            | Blue Cross Blue Shield of Oregon                                            |                                   |
| Supplier Payment        | Manual Wire         | No Reference        | 3/9/2020            | 18,116.20             | Washington Dental Service                                                   |                                   |
| Cash Advance Payment    | Direct Deposit      | EFT-00044946        | 3/5/2020            | 205.50                | Lyle Mann                                                                   | Travel Advance                    |
| Cash Advance Payment    | Direct Deposit      | EFT-00044947        | 3/5/2020            | 291.00                | McAvoy Shipp                                                                | Travel Advance                    |
| Cash Advance Payment    | Direct Deposit      | EFT-00044948        | 3/5/2020            | 297.00                | Tyson Taylor                                                                | Travel Advance                    |
| Cash Advance Payment    | Direct Deposit      | EFT-00044949        | 3/5/2020            | 100.50                | Patrick Kennedy                                                             | Travel Advance                    |
| Cash Advance Payment    | Direct Deposit      | EFT-00044950        | 3/5/2020            | 100.50                | Lee Gelsinger                                                               | Travel Advance                    |
| Expense Payment         | Direct Deposit      | EFT-00044951        | 3/5/2020            | 100.00                | Casey Sawyer                                                                | Employee Reimbursement            |
| Expense Payment         | Direct Deposit      | EFT-00044952        | 3/5/2020            | 861.40                | Heidi Scarpelli                                                             | Employee Reimbursement            |
| Expense Payment         | Direct Deposit      | EFT-00044953        | 3/5/2020            | 113.49                | Peggy Sheehan                                                               | Employee Reimbursement            |
| Expense Payment         | Direct Deposit      | EFT-00044954        | 3/5/2020            | 12.99                 | Hector Huerta                                                               | Employee Reimbursement            |
| Expense Payment         | Direct Deposit      | EFT-00044955        | 3/5/2020            | 265.28                | Brad Miller                                                                 | Employee Reimbursement            |
| Expense Payment         | Direct Deposit      | EFT-00044956        | 3/5/2020            | 59.39                 | Lenda Crawford                                                              | Employee Reimbursement            |
| Expense Payment         | Direct Deposit      | EFT-00044957        | 3/5/2020            | 100.00                | Jonas Van Skike                                                             | Employee Reimbursement            |
| Expense Payment         | Direct Deposit      | EFT-00044958        | 3/5/2020            | 425.00                | Brent Eastes                                                                | Employee Reimbursement            |
| Expense Payment         | Direct Deposit      | EFT-00044959        | 3/5/2020            | 1.85                  | Rainy Rau                                                                   | Employee Reimbursement            |
| Expense Payment         | Direct Deposit      | EFT-00044960        | 3/5/2020            | 11.50                 | Gretchen Rose                                                               | Employee Reimbursement            |
| Expense Payment         | Direct Deposit      | EFT-00044961        | 3/5/2020            | 53.00                 | McAvoy Shipp                                                                | Employee Reimbursement            |
| Expense Payment         | Direct Deposit      | EFT-00044962        | 3/5/2020            | 135.00                | Todd Schwartz                                                               | Employee Reimbursement            |
| Expense Payment         | Direct Deposit      | EFT-00044963        | 3/5/2020            | 14.25                 | David Chamblee                                                              | Employee Reimbursement            |
| Expense Payment         | Direct Deposit      | EFT-00044964        | 3/5/2020            | 57.00                 | Patrick Kennedy                                                             | Employee Reimbursement            |
| Cash Advance Payment    | Direct Deposit      | EFT-00044965        | 3/5/2020            | 31.50                 | Christian Stromme                                                           | Travel Advance                    |
| Expense Payment         | Direct Deposit      | EFT-00044966        | 3/5/2020            | 70.44                 | Cody Uskoski                                                                | Employee Reimbursement            |
| Cash Advance Payment    | Direct Deposit      | EFT-00044967        | 3/5/2020            | 287.50                | Obie Bowman                                                                 | Travel Advance                    |
| Expense Payment         | Direct Deposit      | EFT-00044968        | 3/5/2020            | 10.35                 | Chadd Nolan                                                                 | Employee Reimbursement            |
| Expense Payment         | Direct Deposit      | EFT-00044969        | 3/5/2020            | 182.65                | Jeremiah Jones                                                              | Employee Reimbursement            |
| Cash Advance Payment    | Direct Deposit      | EFT-00044970        | 3/5/2020            | 287.50                | David Sturbelle                                                             | Travel Advance                    |

\*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>                                                |
|-------------------------|---------------------|---------------------|---------------------|-----------------------|------------------------------------------|----------------------------------------------------------------------------------|
| Cash Advance Payment    | Direct Deposit      | EFT-00044971        | 3/5/2020            | 14.25                 | Brent Donaldson                          | Travel Advance                                                                   |
| Expense Payment         | Direct Deposit      | EFT-00044972        | 3/5/2020            | 206.00                | Leo Jochim                               | Employee Reimbursement                                                           |
| Supplier Payment        | EFT                 | EFT-00044973        | 3/5/2020            | 20,089.09             | Lynn K Wittwer MD PC                     |                                                                                  |
| Expense Payment         | Check               | 10189               | 3/4/2020            | 316.10                | Patrick Kelly                            | Employee Reimbursement                                                           |
| Ad Hoc Payment          | Check               | 10190               | 3/4/2020            | 53.95                 | Adam and Holly Troupe                    | Utility Refunds: 0000005058-03                                                   |
| Ad Hoc Payment          | Check               | 10191               | 3/4/2020            | 93.54                 | Albert & Martha Zapata                   | Utility Refunds: 0151000170-04                                                   |
| Ad Hoc Payment          | Check               | 10192               | 3/4/2020            | 49.62                 | Cascade West Development Inc             | Utility Refunds: 0500002914-01                                                   |
| Ad Hoc Payment          | Check               | 10193               | 3/4/2020            | 74.80                 | Charles Powers                           | Utility Refunds: 0048068661-02                                                   |
| Ad Hoc Payment          | Check               | 10194               | 3/4/2020            | 1,000.00              | Cindy Chase                              | Utility Refunds: 0096041400-03                                                   |
| Ad Hoc Payment          | Check               | 10195               | 3/4/2020            | 166.24                | Deborah A Wilson                         | Utility Refunds: 0025016600-02                                                   |
| Ad Hoc Payment          | Check               | 10196               | 3/4/2020            | 83.85                 | Eidith Wood, Trustee                     | Utility Refunds: 0129002654-06                                                   |
| Ad Hoc Payment          | Check               | 10197               | 3/4/2020            | 133.12                | Estate of Catherine R. Mesich            | Utility Refunds: 0006039701-04                                                   |
| Ad Hoc Payment          | Check               | 10198               | 3/4/2020            | 61.25                 | Gould,Ryan                               | Utility Refunds: 0152002509-03                                                   |
| Ad Hoc Payment          | Check               | 10199               | 3/4/2020            | 55.30                 | Hope Mace                                | Utility Refunds: 0129002648-02                                                   |
| Ad Hoc Payment          | Check               | 10200               | 3/4/2020            | 131.44                | Jack, Donald & Kenneth Pierce, Trustees  | Utility Refunds: 0158001290-02                                                   |
| Ad Hoc Payment          | Check               | 10201               | 3/4/2020            | 14.56                 | Janet Pierce                             | Utility Refunds: 0158001290-02                                                   |
| Ad Hoc Payment          | Check               | 10202               | 3/4/2020            | 73.76                 | Jessica Crawford                         | Utility Refunds: 0082000628-15                                                   |
| Ad Hoc Payment          | Check               | 10203               | 3/4/2020            | 68.33                 | Kristina Anderson                        | Utility Refunds: 0159016800-02                                                   |
| Ad Hoc Payment          | Check               | 10204               | 3/4/2020            | 91.27                 | Lindsay,Val                              | Utility Refunds: 0067053400-04                                                   |
| Ad Hoc Payment          | Check               | 10205               | 3/4/2020            | 50.73                 | Lindsay,Val                              | Utility Refunds: 0067053400-04                                                   |
| Ad Hoc Payment          | Check               | 10206               | 3/4/2020            | 227.00                | Lisa Humphrey                            | Utility Refunds: 0117052118-04                                                   |
| Ad Hoc Payment          | Check               | 10207               | 3/4/2020            | 82.58                 | Loren Christopher & Yvonne M Christopher | Utility Refunds: 0000006419-02                                                   |
| Ad Hoc Payment          | Check               | 10208               | 3/4/2020            | 76.98                 | Mohammed Alshayeb & Joan Mulholland      | Utility Refunds: 0126002570-03                                                   |
| Ad Hoc Payment          | Check               | 10209               | 3/4/2020            | 91.42                 | Murthy and Prameela Upadhyayula          | Utility Refunds: 0126008790-01                                                   |
| Ad Hoc Payment          | Check               | 10210               | 3/4/2020            | 597.61                | NW Hassle Free Real Estate               | Utility Refunds: 0010041701-03                                                   |
| Ad Hoc Payment          | Check               | 10211               | 3/4/2020            | 100.24                | Philip G Ruocco & Godfrey N Mihoover     | Utility Refunds: 0042003004-03                                                   |
| Ad Hoc Payment          | Check               | 10212               | 3/4/2020            | 44.59                 | Professional Credit Service              | Utility Refunds: 0002000111-02                                                   |
| Ad Hoc Payment          | Check               | 10213               | 3/4/2020            | 41.91                 | Schwendig Living Trust                   | Utility Refunds: 0058058104-07                                                   |
| Ad Hoc Payment          | Check               | 10214               | 3/4/2020            | 97.95                 | Scott Brannam                            | Utility Refunds: 0123003849-03                                                   |
| Ad Hoc Payment          | Check               | 10215               | 3/4/2020            | 256.46                | Sea Mar Construction LLC                 | Utility Refunds: 0500001003-01                                                   |
| Ad Hoc Payment          | Check               | 10216               | 3/4/2020            | 963.43                | Shawn Koester                            | Utility Refunds: 0000004305-03 Consolidated refund created from multiple refunds |
| Ad Hoc Payment          | Check               | 10217               | 3/4/2020            | 42.14                 | Stephanie & Rodney Black                 | Utility Refunds: 0141003535-02                                                   |
| Ad Hoc Payment          | Check               | 10218               | 3/4/2020            | 66.88                 | Tarn Khalsa                              | Utility Refunds: 0006039701-04                                                   |
| Ad Hoc Payment          | Check               | 10219               | 3/4/2020            | 115.57                | The Management Group                     | Utility Refunds: 0123003849-03                                                   |
| Ad Hoc Payment          | Check               | 10220               | 3/4/2020            | 50.27                 | Tia Reyes and,Mario Reyes Partida        | Utility Refunds: 0066044000-13                                                   |
| Ad Hoc Payment          | Check               | 10221               | 3/4/2020            | 33.08                 | Willaim & Mary Garnett                   | Utility Refunds: 0045041000-06                                                   |
| Ad Hoc Payment          | Check               | 10222               | 3/4/2020            | 1,000.00              | Cassandra Tilton                         | LID 188 bearer bonds                                                             |
| Ad Hoc Payment          | Check               | 10223               | 3/4/2020            | 20,998.98             | Dan Tapani Excavating LLC                | Inv #21665 (Antrim LLC)                                                          |
| Ad Hoc Payment          | Check               | 10224               | 3/4/2020            | 326.09                | David Mann                               | 20200214                                                                         |
| Ad Hoc Payment          | Check               | 10225               | 3/4/2020            | 50.00                 | David Spaulding                          | refund overpmt pkg cit #7201707832                                               |
| Ad Hoc Payment          | Check               | 10226               | 3/4/2020            | 5,203.20              | Earthworks Excavating Services Inc       | Inv #WA25-20 (Johnson)                                                           |
| Ad Hoc Payment          | Check               | 10227               | 3/4/2020            | 5.42                  | Faster Permits                           | RES-273260 Faster Permits                                                        |
| Ad Hoc Payment          | Check               | 10228               | 3/4/2020            | 21.67                 | Garrison Development LLC                 | RES-273260 Garrison Development                                                  |
| Ad Hoc Payment          | Check               | 10229               | 3/4/2020            | 277.32                | MAJ Development Corp                     | ENG-76827 refund                                                                 |
| Ad Hoc Payment          | Check               | 10230               | 3/4/2020            | 25.00                 | McDonald / Wetle Inc                     | refund overpmt pkg cit 7200821227                                                |
| Ad Hoc Payment          | Check               | 10231               | 3/4/2020            | 4,401.04              | Northwest Landcare LLC                   | Inv #197 (Swenson)                                                               |
| Ad Hoc Payment          | Check               | 10232               | 3/4/2020            | 7,154.40              | Pacific Siteworks LLC                    | Inv #1254 (Carthell Jr / Fjellman)                                               |



# 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               | 10233               | 3/4/2020            | 1,750.00              | Peggy L Smith                                                                           | refund cemetery E-347-1 & 2                     |
| Ad Hoc Payment          | Check               | 10234               | 3/4/2020            | 313.75                | Safety Electric Inc.                                                                    | MPE-274953 refund                               |
| Ad Hoc Payment          | Check               | 10235               | 3/4/2020            | 178.40                | Zion Lutheran Church Camas                                                              | Refund Voucher #2000319.082 less coffee charges |
| Supplier Payment        | Check               | 10236               | 3/4/2020            | 3,794.49              | Action Technology Systems                                                               |                                                 |
| Supplier Payment        | Check               | 10237               | 3/4/2020            | 38.18                 | Advance Stores Company Incorporated - Remit-To: Advance Auto Parts - Atlanta            |                                                 |
| Supplier Payment        | Check               | 10238               | 3/4/2020            | 755.77                | Albina Holdings Inc                                                                     |                                                 |
| Supplier Payment        | Check               | 10239               | 3/4/2020            | 1,995.64              | A-Line Asphalt Maintenance Inc                                                          |                                                 |
| Supplier Payment        | Check               | 10240               | 3/4/2020            | 11,064.00             | Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta                         |                                                 |
| Supplier Payment        | Check               | 10241               | 3/4/2020            | 1,292.40              | Anderson Glass Co                                                                       |                                                 |
| Supplier Payment        | Check               | 10242               | 3/4/2020            | 208.92                | Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena                     |                                                 |
| Supplier Payment        | Check               | 10243               | 3/4/2020            | 16,242.62             | Arborscape Ltd Inc                                                                      |                                                 |
| Supplier Payment        | Check               | 10244               | 3/4/2020            | 12,144.78             | Aronson Security Group                                                                  |                                                 |
| Supplier Payment        | Check               | 10245               | 3/4/2020            | 1,545.18              | Blairco Inc                                                                             |                                                 |
| Supplier Payment        | Check               | 10246               | 3/4/2020            | 543.00                | BSK Associates - Remit-To: Supplier BSK Associates                                      |                                                 |
| Supplier Payment        | Check               | 10247               | 3/4/2020            | 22,923.54             | CECO Inc                                                                                |                                                 |
| Supplier Payment        | Check               | 10248               | 3/4/2020            | 1,740.48              | Chough Inc                                                                              |                                                 |
| Supplier Payment        | Check               | 10249               | 3/4/2020            | 973.22                | Cintas Fire Protection                                                                  |                                                 |
| Supplier Payment        | Check               | 10250               | 3/4/2020            | 5,000.00              | Clark County Historical Society                                                         |                                                 |
| Supplier Payment        | Check               | 10251               | 3/4/2020            | 400.00                | Clark County - Remit-To: Clark County - Treasurer Vancouver                             |                                                 |
| Supplier Payment        | Check               | 10252               | 3/4/2020            | 2,800.00              | Colliers International Valuation & Advisory Services LLC - Remit-To: Colliers - Chicago |                                                 |
| Supplier Payment        | Check               | 10253               | 3/4/2020            | 8,189.06              | Copiers Northwest                                                                       |                                                 |
| Supplier Payment        | Check               | 10254               | 3/4/2020            | 8,959.27              | Distinctive Landscape LLC                                                               |                                                 |
| Supplier Payment        | Check               | 10255               | 3/4/2020            | 130.11                | DSU Peterbilt & GMC Inc                                                                 |                                                 |
| Supplier Payment        | Check               | 10256               | 3/4/2020            | 1,725.00              | Economic Consultants Oregon Ltd                                                         |                                                 |
| Supplier Payment        | Check               | 10257               | 3/4/2020            | 3,766.20              | Emerald Services Inc - Remit-To: Emerald - Pittsburgh                                   |                                                 |
| Supplier Payment        | Check               | 10258               | 3/4/2020            | 3,563.63              | Epic Land Solutions Inc                                                                 |                                                 |
| Supplier Payment        | Check               | 10259               | 3/4/2020            | 5,425.00              | ETC Institute                                                                           |                                                 |
| Supplier Payment        | Check               | 10260               | 3/4/2020            | 1,700.00              | Examworks Inc - Remit-To: Examworks - Lawrenceville                                     |                                                 |
| Supplier Payment        | Check               | 10261               | 3/4/2020            | 56.38                 | Experian Marketing Solutions - Remit-To: Experian - Los Angeles                         |                                                 |
| Supplier Payment        | Check               | 10262               | 3/4/2020            | 3,079.49              | Ferguson Enterprises - Remit-To: Ferguson - Dallas                                      |                                                 |
| Supplier Payment        | Check               | 10263               | 3/4/2020            | 14,734.26             | Fire Systems West                                                                       |                                                 |
| Supplier Payment        | Check               | 10264               | 3/4/2020            | 2,523.28              | George Elevator Service LLC                                                             |                                                 |
| Supplier Payment        | Check               | 10265               | 3/4/2020            | 16,317.00             | Governmentjobs.com                                                                      |                                                 |
| Supplier Payment        | Check               | 10266               | 3/4/2020            | 2,168.00              | GrantAnalyst.com LLC                                                                    |                                                 |
| Supplier Payment        | Check               | 10267               | 3/4/2020            | 9,399.35              | Harper Houf Peterson Righellis Inc                                                      |                                                 |
| Supplier Payment        | Check               | 10268               | 3/4/2020            | 524.23                | HMI Oregon - Remit-To: Pacific WRO                                                      |                                                 |
| Supplier Payment        | Check               | 10269               | 3/4/2020            | 5,128.85              | Houlihan Law PC                                                                         |                                                 |
| Supplier Payment        | Check               | 10270               | 3/4/2020            | 4,742.66              | Hugh D. Spitzer                                                                         |                                                 |
| Supplier Payment        | Check               | 10271               | 3/4/2020            | 8,750.00              | Hyas Group LLC                                                                          |                                                 |
| Supplier Payment        | Check               | 10272               | 3/4/2020            | 274.36                | J-2 Blueprint Supply Co.                                                                |                                                 |
| Supplier Payment        | Check               | 10273               | 3/4/2020            | 1,626.00              | Jamestown Networks                                                                      |                                                 |
| Supplier Payment        | Check               | 10274               | 3/4/2020            | 3,085.13              | Kittelson & Associates Inc                                                              |                                                 |
| Supplier Payment        | Check               | 10275               | 3/4/2020            | 358.10                | Landmark Ford                                                                           |                                                 |

\*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        | Check               | 10276               | 3/4/2020            | 37.46                 | Law, Lyman, Daniel, Kamerrer & Bogdanovich                                |                                   |
| Supplier Payment        | Check               | 10277               | 3/4/2020            | 945.00                | Law Offices of Susan Drummond PLLC                                        |                                   |
| Supplier Payment        | Check               | 10278               | 3/4/2020            | 4,133.99              | MacKay Sposito Inc                                                        |                                   |
| Supplier Payment        | Check               | 10279               | 3/4/2020            | 298.10                | Mark IV Enterprises Inc                                                   |                                   |
| Supplier Payment        | Check               | 10280               | 3/4/2020            | 121.25                | Marquam Group LTD                                                         |                                   |
| Supplier Payment        | Check               | 10281               | 3/4/2020            | 21,082.50             | Maul Foster & Alongi Inc                                                  |                                   |
| Supplier Payment        | Check               | 10282               | 3/4/2020            | 1,000.00              | Message Gears LLC                                                         |                                   |
| Supplier Payment        | Check               | 10283               | 3/4/2020            | 95.97                 | Munnell-Sherrill Inc                                                      |                                   |
| Supplier Payment        | Check               | 10284               | 3/4/2020            | 81,456.10             | Northend Truck Equipment Inc                                              |                                   |
| Supplier Payment        | Check               | 10285               | 3/4/2020            | 744.00                | Northwest Cascade Inc                                                     |                                   |
| Supplier Payment        | Check               | 10286               | 3/4/2020            | 1,626.00              | Oldcastle Precast Inc                                                     |                                   |
| Supplier Payment        | Check               | 10287               | 3/4/2020            | 2,272.50              | Otak Inc                                                                  |                                   |
| Supplier Payment        | Check               | 10288               | 3/4/2020            | 48,971.17             | PBS Engineering and Environmental Inc                                     |                                   |
| Supplier Payment        | Check               | 10289               | 3/4/2020            | 300.00                | Portland Adventist Medical Center                                         |                                   |
| Supplier Payment        | Check               | 10290               | 3/4/2020            | 212.62                | Praxair Distribution Inc                                                  |                                   |
| Supplier Payment        | Check               | 10291               | 3/4/2020            | 5,332.72              | ROP Consulting Inc                                                        |                                   |
| Supplier Payment        | Check               | 10292               | 3/4/2020            | 1,411.25              | Schmitt Reporting & Video Inc                                             |                                   |
| Supplier Payment        | Check               | 10293               | 3/4/2020            | 19,904.17             | Sequence Graphics LLC                                                     |                                   |
| Supplier Payment        | Check               | 10294               | 3/4/2020            | 54,321.49             | Share Inc                                                                 |                                   |
| Supplier Payment        | Check               | 10295               | 3/4/2020            | 200.00                | Sheldon Wong                                                              |                                   |
| Supplier Payment        | Check               | 10296               | 3/4/2020            | 4.98                  | Shred It USA LLC                                                          |                                   |
| Supplier Payment        | Check               | 10297               | 3/4/2020            | 1,998.20              | Six Degrees Inc                                                           |                                   |
| Supplier Payment        | Check               | 10298               | 3/4/2020            | 3,195.87              | Skapari Industries LLC                                                    |                                   |
| Supplier Payment        | Check               | 10299               | 3/4/2020            | 4,366.01              | Software House International SHI - Remit-To: SHI - Dallas                 |                                   |
| Supplier Payment        | Check               | 10300               | 3/4/2020            | 10,249.39             | Spacesaver Specialists                                                    |                                   |
| Supplier Payment        | Check               | 10301               | 3/4/2020            | 12.78                 | State of Oregon Department of Transportation - Remit-To: OR DMV - Salem   |                                   |
| Supplier Payment        | Check               | 10302               | 3/4/2020            | 3,958.50              | State of Washington Auditor's Office                                      |                                   |
| Supplier Payment        | Check               | 10303               | 3/4/2020            | 20.72                 | Stericycle Inc                                                            |                                   |
| Supplier Payment        | Check               | 10304               | 3/4/2020            | 3,483.25              | Synergy Litigation Support Services Inc - Remit-To: Synergy Legal         |                                   |
| Supplier Payment        | Check               | 10305               | 3/4/2020            | 8,796.52              | The 4 Kids Inc                                                            |                                   |
| Supplier Payment        | Check               | 10306               | 3/4/2020            | 4,807.00              | Univar Solutions USA Inc                                                  |                                   |
| Supplier Payment        | Check               | 10307               | 3/4/2020            | 4,497.52              | Univar Solutions USA Inc - Remit-To: Supplier                             |                                   |
| Supplier Payment        | Check               | 10308               | 3/4/2020            | 70.00                 | Univar Solutions USA Inc                                                  |                                   |
| Supplier Payment        | Check               | 10309               | 3/4/2020            | 2,267.50              | Vancouvercenter Condominium Association                                   |                                   |
| Supplier Payment        | Check               | 10310               | 3/4/2020            | 1,601.93              | Wallis Engineering PLLC                                                   |                                   |
| Supplier Payment        | Check               | 10311               | 3/4/2020            | 985.59                | Walter E Nelson Company                                                   |                                   |
| Supplier Payment        | Check               | 10312               | 3/4/2020            | 1,619.73              | Wapiti NW LLC                                                             |                                   |
| Supplier Payment        | Check               | 10313               | 3/4/2020            | 165,969.26            | Washington Tractor inc                                                    |                                   |
| Supplier Payment        | Check               | 10314               | 3/4/2020            | 284.15                | Waste Connections of Washington - Remit-To: Waste Connections - Vancouver |                                   |
| Supplier Payment        | Check               | 10315               | 3/4/2020            | 745.23                | Wesco Distribution Inc                                                    |                                   |
| Supplier Payment        | Check               | 10316               | 3/4/2020            | 5,208.37              | WSP USA Inc. - Remit-To: WSP USA Inc. Dallas                              |                                   |
| Supplier Payment        | Check               | 10317               | 3/4/2020            | 3,433.00              | W Todd Pascoe                                                             |                                   |
| Supplier Payment        | Check               | 10318               | 3/4/2020            | 129.78                | XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland         |                                   |
| Supplier Payment        | Check               | 10319               | 3/4/2020            | 12,510.04             | YOLO Washington LLC                                                       |                                   |
| Supplier Payment        | Check               | 10320               | 3/4/2020            | 6,944.25              | Allegiance Benefit Plan Management 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        | Check               | 10321               | 3/4/2020            | 86.46                 | AT & T Mobility II LLC                                                                  |                                                         |
| Supplier Payment        | Check               | 10322               | 3/4/2020            | 1,077.82              | Cellco Partnership - Remit-To: Cellco - Dallas                                          |                                                         |
| Supplier Payment        | Check               | 10323               | 3/4/2020            | 481.25                | City of Vancouver - Remit-To: COV - Vehicle Reg                                         |                                                         |
| Supplier Payment        | Check               | 10324               | 3/4/2020            | 173,358.52            | Clark County - Remit-To: Clark County - Treasurer<br>Vancouver                          |                                                         |
| Supplier Payment        | Check               | 10325               | 3/4/2020            | 130.00                | Clark County Utilities Coordinating Council                                             |                                                         |
| Supplier Payment        | Check               | 10326               | 3/4/2020            | 87.26                 | Columbia Resource Company                                                               |                                                         |
| Supplier Payment        | Check               | 10327               | 3/4/2020            | 16,348.79             | Comcast Holdings Corporation - Remit-To:<br>Comcast Holdings Corporation - Philadelphia |                                                         |
| Supplier Payment        | Check               | 10328               | 3/4/2020            | 262.00                | Dex Media West                                                                          |                                                         |
| Supplier Payment        | Check               | 10329               | 3/4/2020            | 628.22                | Eagle Newspaper Inc                                                                     |                                                         |
| Supplier Payment        | Check               | 10330               | 3/4/2020            | 40.69                 | Frontier Communications                                                                 |                                                         |
| Supplier Payment        | Check               | 10331               | 3/4/2020            | 9,000.00              | National Association of City Transportation Officials<br>Inc                            |                                                         |
| Supplier Payment        | Check               | 10332               | 3/4/2020            | 17,354.14             | Northwest Staffing Resources Inc - Remit-To: NW<br>Staffing - Portland                  |                                                         |
| Supplier Payment        | Check               | 10333               | 3/4/2020            | 6,266.46              | Qwest Corp - Remit-To: Qwest Corp- Seattle                                              |                                                         |
| Supplier Payment        | Check               | 10334               | 3/4/2020            | 13,525.00             | Strategic Research Associates LLC                                                       |                                                         |
| Supplier Payment        | Check               | 10335               | 3/4/2020            | 352.30                | United Parcel Service                                                                   |                                                         |
| Supplier Payment        | Check               | 10336               | 3/4/2020            | 300.00                | United States Postal Service                                                            |                                                         |
| Supplier Payment        | Check               | 10337               | 3/4/2020            | 12,404.20             | Williams Kastner & Gibbs PLLC                                                           |                                                         |
| Supplier Payment        | Check               | 10338               | 3/4/2020            | 3,305.97              | Williams Kastner & Gibbs PLLC - Remit-To:<br>Williams Kastner - Seattle                 |                                                         |
| Supplier Payment        | Check               | 10339               | 3/4/2020            | 100.00                | Willis Towers Watson Insurance Services West inc                                        |                                                         |
|                         |                     |                     |                     |                       |                                                                                         |                                                         |
|                         |                     |                     | <b>SUBTOTAL</b>     | <b>1,216,271.48</b>   |                                                                                         |                                                         |
|                         |                     |                     |                     |                       |                                                                                         |                                                         |
| Hansen                  |                     |                     | 3/9/2020            | 5,358.06              | City Payments                                                                           | Posted 3-2-20 thru 3-9-20                               |
|                         |                     |                     |                     |                       |                                                                                         |                                                         |
|                         |                     |                     | <b>SUBTOTAL</b>     | <b>5,358.06</b>       |                                                                                         |                                                         |
|                         |                     |                     |                     |                       |                                                                                         |                                                         |
| VISA                    |                     |                     | 3/10/2020           | 1,363.22              | Miscellaneous                                                                           | Parks Class Refunds - FCC 3-2-20 thru 3-9-20            |
| VISA                    |                     |                     | 3/10/2020           | 1,021.00              | Miscellaneous                                                                           | Parks Class Refunds - MCC 3-2-20 thru 3-9-20            |
| VISA                    |                     |                     | 3/10/2020           | -                     | Miscellaneous                                                                           | Parks Class Refunds - Special Events 3-2-20 thru 3-9-20 |
| VISA                    |                     |                     | 3/9/2020            | 860.00                | Miscellaneous                                                                           | Parks Class Refunds - WREC 3-2-20 thru 3-9-20           |
|                         |                     |                     |                     |                       |                                                                                         |                                                         |
|                         |                     |                     | <b>SUBTOTAL</b>     | <b>3,244.22</b>       |                                                                                         |                                                         |
|                         |                     |                     |                     |                       |                                                                                         |                                                         |
|                         |                     |                     | <b>TOTAL</b>        | <b>1,224,873.76</b>   |                                                                                         |                                                         |
|                         |                     |                     |                     |                       |                                                                                         |                                                         |
|                         |                     |                     |                     |                       |                                                                                         |                                                         |

City of Vancouver  
Payroll Council Report  
March 3, 2020 - March 9, 2020

| Check No. | Date | Explanation            | Amount |
|-----------|------|------------------------|--------|
|           |      | No payroll this period |        |
|           |      |                        |        |
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# Burton Drainage Facility

## Declaration of Real Property as Surplus

CITY OF  
**Vancouver**  
WASHINGTON

March 16, 2020  
Vancouver City Council Public Hearing

Linda Carlson, Property Management Specialist  
Monica Tubberville, Senior Park Planner

# Declaration of Surplus

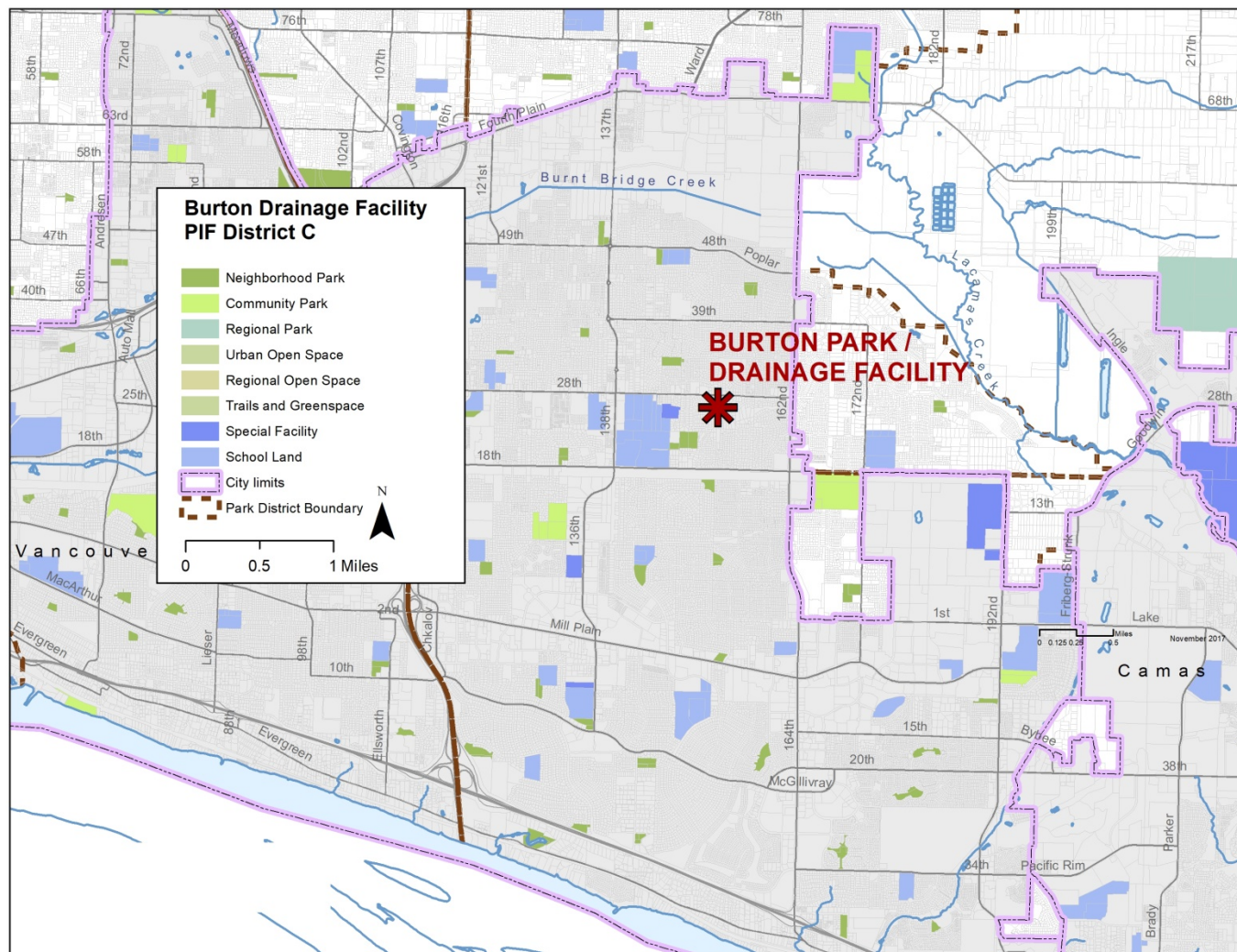
What we are requesting today:

- Adopt a resolution approving property located south of NE 28<sup>th</sup> Street at NE 145<sup>th</sup> Avenue as surplus.
- Exclude approximately 2.2 acres for stormwater infiltration.
- Dispose of remaining 4.76 acres through a negotiated sale with Evergreen School District.

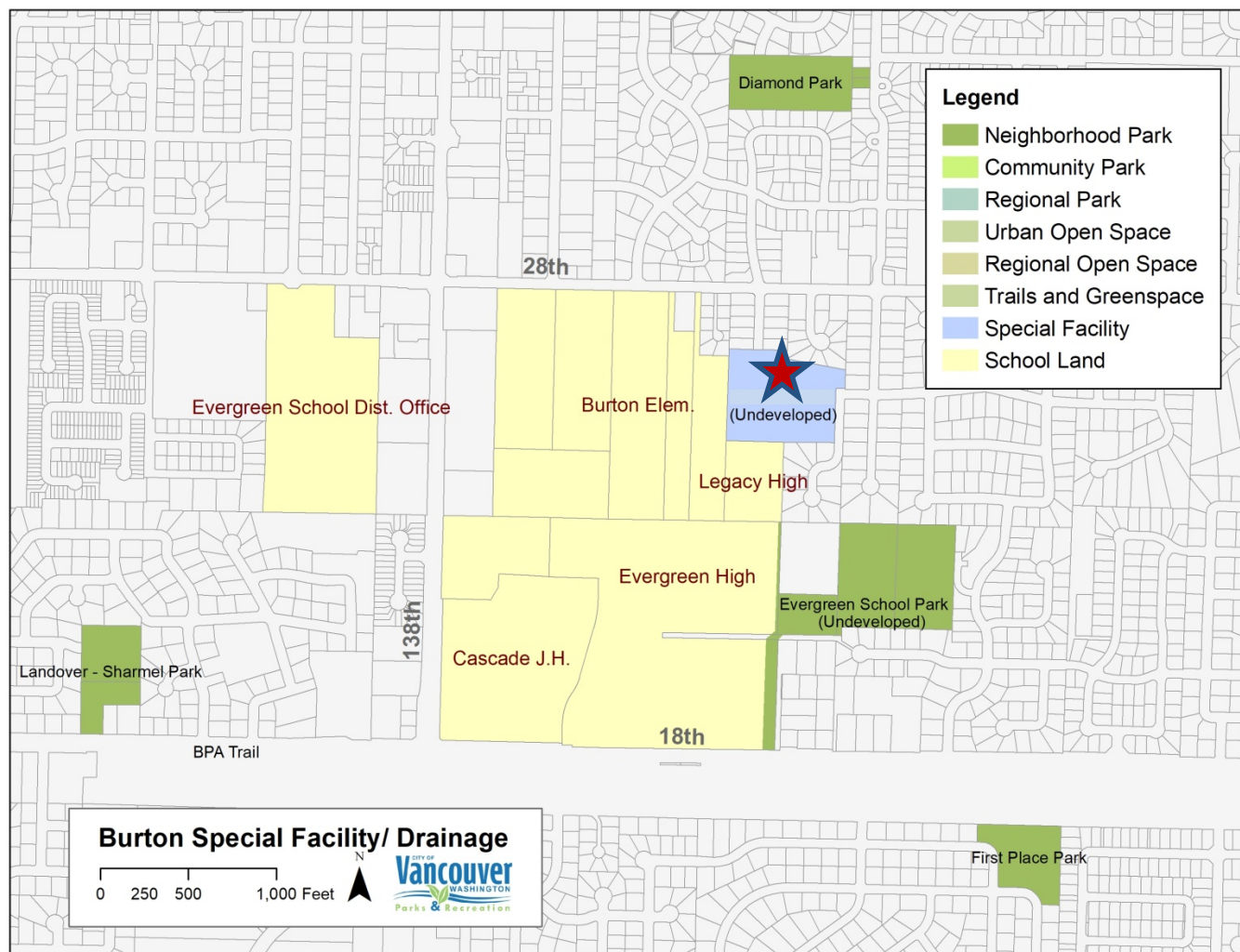
# Background

- Single Parcel - 6.96 Acres
- Classified as Urban Natural Area in Park System
- Transferred through Annexation
- Title not encumbered by committed funding sources
- Historical Use:
  - Programmed by Evergreen School District (ESD)
  - Stormwater Infiltration
  - Passive Recreational Uses

















**Looking East / Southeast**





Looking South



**Looking North**

# Background

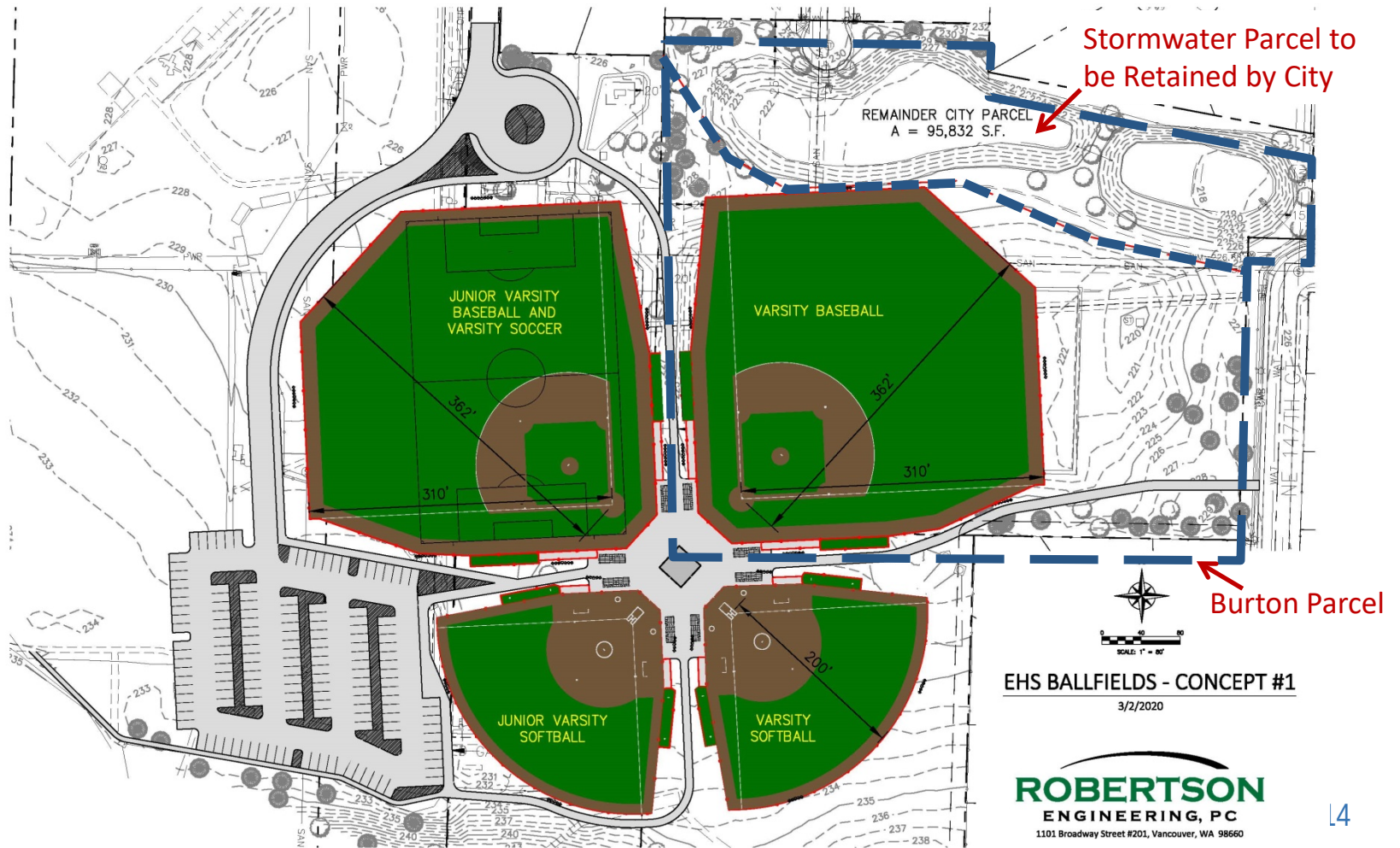
- ESD proposes major redesign of Evergreen HS Complex
- City Parks and ESD explored partnership for development
  - Insufficient acreage to serve programming needs of both agencies
  - Funding not available for City to pursue sports complex independently
- Evaluated for other park systems uses
  - Limited Service Area
  - Served by Other Neighborhood Parks
  - Neighborhood Parks typically associated with Elementary Schools
  - Not a preferred location for reclassification to Neighborhood Park



# Proposal

- ESD proposes purchase 4.76 acres for sports fields
- City to retain 2.2 acres for Stormwater Infiltration
- ESD to encourage pedestrian circulation and use of open space outside of field footprint.
- Appraised value \$950,000 (approx.)
- Sale Proceeds:
  - 50% Prepayment on Fenton interfund loan
  - 50% Priority park projects District C





# Key Points

- Parks and Recreation Advisory Commission supports the proposed Declaration of Surplus and sale to ESD for continued recreational use.
- Surrounding neighborhoods are served by improved parks consistent with adopted standard.
- Declaring this property as surplus to city needs will allow for development of additional sports fields needed to serve ESD students.
- Public pedestrian circulation and use of open space will continue outside of the field footprint.

# Next Steps

- Disposition of Burton Drainage Facility through negotiations with Evergreen School District as the abutting property owner.
- Return to Council for approval of Disposition and Purchase and Sale Agreement.



# Questions and Discussion

Linda Carlson, Property Management Specialist

360-487-8423

Monica Tubberville, Senior Park Planner

360-487-8353

CITY OF  
**Vancouver**  
WASHINGTON





**Staff Report 035-20**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 3/16/2020

**SUBJECT** Declaration of Real Property as Surplus – NE 28th Street / NE 145th Avenue,  
Burton Special Facility / Drainage Facility

**Key Points**

- Burton Special Facility is a single parcel, approximately seven acres in size (AFN 110089420) located south of NE 28th Street at NE 145th Avenue, immediately east of Evergreen High School. The property is zoned Park (P).
- The property was secured through Clark County Parks and transferred to the City of Vancouver through annexation prior to 2000. No park impact fees, utility fees or grant funds were associated with the purchase of this site per available records.
- The northern 2.2 acres are used for City storm water treatment/infiltration (as was under County ownership) with the remaining property historically programmed by Evergreen School District as a practice soccer field. No City recreation programming occurs at this location and there are no City Parks capital improvements.
- Evergreen School District proposes major improvements and redesign of the Evergreen High School complex with a significant need to expand their sports fields for student use.
- Parks and ESD explored opportunities to collaborate on joint sports field improvements and programming at this location. The analysis concluded that the property size and configuration are insufficient to serve the needs of both agencies. Funding is not available through existing City funding sources for the City to improve the site for sports fields independently.
- Surrounding neighbors use the site for passive recreational use, but the adjoining neighborhoods are served by other developed neighborhood parks including Diamond and First Place, both improved in 2019.
- Declaring the property surplus will allow all or a portion of the land to be available for development.
- The Parks and Recreation Advisory Commission reviewed this proposal on February 19th and supports the surplus of the estimated 4.76 acres and disposition through negotiations with Evergreen School District for purchase of the property for sports field development.
- The parcel (excluding the 2.2 acre storm water area) was appraised at \$950,223. Sale proceeds can be used at alternative locations to address priority City Park projects.

## **Strategic Plan Alignment**

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

**Goal 10, Objective 10.1:** Lend the City's support, as appropriate, to assist with the success of community projects.

This proposal recognizes that the subject property location is not well situated to provide good circulation and the surrounding neighborhoods are located within the half-mile service area of two recently updated parks. Investment in development of this site as a neighborhood park would be duplicative and contrary to the long-term practice to co-locate neighborhood parks adjoining elementary schools versus middle or high schools if possible. The proposed surplus would facilitate ESD's proposed sports field improvements to complement community recreational opportunities and support a strong long-standing interagency partnership. Sale revenue would be available to support other priority park projects in underserved areas for more equitable distribution of outdoor recreation opportunities.

### **Present Situation**

Burton Special Facility, also known as Burton Drainage Facility, is approximately 6.96 acres located immediately east of Evergreen High School. The property was acquired by Clark County Parks and transferred to the City prior to 2000 through annexation. There are no records indicating that the site was acquired with park impact fees, utility or grant funding, therefore no associated deed restrictions encumber the property title or sale.

The northern 2.2 acres are used for stormwater treatment/infiltration with the remaining area programmed by Evergreen School District as a practice soccer field. No City recreation programming occurs at this location and there are no City Park capital improvements. The property is currently classified as urban natural area in the park land inventory.

Evergreen School District proposes major improvements and redesign of the Evergreen High School complex in part due to an increased need for additional sports fields to serve expanding enrollment. In response ESD approached the City to explore opportunities to collaborate on joint sports field improvements at this location. The analysis concluded that the site is too small to serve the league needs of both agencies, and resources are not available through existing City funding sources for the City to pursue sports complex improvements independently.

Although some surrounding neighbors use the site for passive recreational use, this area is within the half-mile service area of two recently improved parks, including Diamond and First Place Neighborhood Parks. The site is surrounded on three sides by school ownership and further isolated from the larger vicinity by a significant grade change and limited road access. It has been a long standing practice to co-locate neighborhood parks with elementary schools rather than upper grades in order to minimize off-campus nuisance behaviors on park properties. All combined these factors conclude that this site is not well suited for consideration of future neighborhood park development. The Parks Department and ESD have received inquiries from a few neighbors about current on-site survey activity and they expressed support of continued use for school related sports activities.

Following continued discussions with ESD, Public Works and Stormwater staff, Parks is recommending the 4.76 acres located outside of the stormwater treatment area be declared as surplus for disposition. Declaring the property surplus and allowing for sale of the acreage to the adjoining property owner would allow ESD the opportunity to meet their identified need to expand sport field use and sale proceeds can be used at alternative locations to address priority City Park projects. The total parcel is assessed at \$1,047,640 and appraised at \$950,223 (excluding the 2.2 acre stormwater treatment area). The revenue will not be encumbered by park impact fee concurrency or grant use restrictions.

The Parks and Recreation Advisory Commission reviewed this proposal on February 19th and supports the surplus of the estimated 4.76 acres and disposition through negotiations with Evergreen School District for purchase of the property for sports field development.

The parcel submitted for Council review as surplus is outlined in the attached Surplus Property Report and a map (Exhibit A). Declaration of surplus is the first of a two-step process outlined in the Vancouver Municipal Code (Chapter 3.30) to determine if properties are surplus to the needs of the City and where such liquidation provides a reasonable return. The second step, disposition, requires a separate hearing and action prior to actual sale of the property.

**Advantage(s)**

The proposed surplus property would allow for expanded youth sports through ESD and provide City Parks with resources to support other outdoor recreation priorities.

**Disadvantage(s)**

None

**Budget Impact**

An estimated \$950,223 will be deposited into the Parks capital fund. One-half of the sale proceeds will be used for an advanced payment on the outstanding interfund loan for purchase of the Fenton Community Park property completed in 2018 and located in the same park district. The remaining half will be used to supplement existing resources for priority park projects.

**Prior Council Review**

None

**Action Requested**

On Monday, March 16, 2020, subject to public hearing, adopt a resolution declaring the subject property as surplus.

*Linda Carlson, Property Management Specialist, 487-8423; Monica Tubberville, Senior Planner, 487-8353*

**ATTACHMENTS:**

- ▣ Burton DF\_Surplus Resolution
- ▣ Burton DF\_Surplus Property Report
- ▣ Fact Sheet

03/16/20

RESOLUTION NO. M-\_\_\_\_\_

A RESOLUTION of the City of Vancouver declaring certain real property as surplus, directing its disposal and method of disposition.

WHEREAS, the City of Vancouver acquired the real property listed on the attached Exhibit A (“Subject Property”); and

WHEREAS, Council reviewed Staff Report No. \_\_\_\_\_ and the surplus property report related to the Subject Property; and

WHEREAS, Council held a public hearing on March 16, 2020, to consider the surplus status of the Subject Property and whether the Subject Parcel should be disposed of or retained; and

WHEREAS, the Subject Property on Exhibit A is surplus to the needs of the City; and should be disposed of by means of a negotiated sale;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The Subject Property is declared surplus to the needs of the City as described in Staff Report No. \_\_\_\_\_.

Section 2. The Subject Property shall be disposed of by means of negotiated sale.

Section 3. The City of Vancouver Property Services Manager or designee is directed to prepare a proposal for disposition in compliance with this Resolution and Chapter 3.30 VMC.

ADOPTED at a Regular Meeting of the Vancouver City Council this 16th day of March, 2020.

\_\_\_\_\_  
Anne McEnery-Ogle, Mayor

Attest:

\_\_\_\_\_  
Natasha Ramras, City Clerk

Approved as to form:

\_\_\_\_\_  
Jonathan Young, City Attorney



## **SURPLUS PROPERTY REPORT**

### **Burton Special Facility / Drainage Facility**

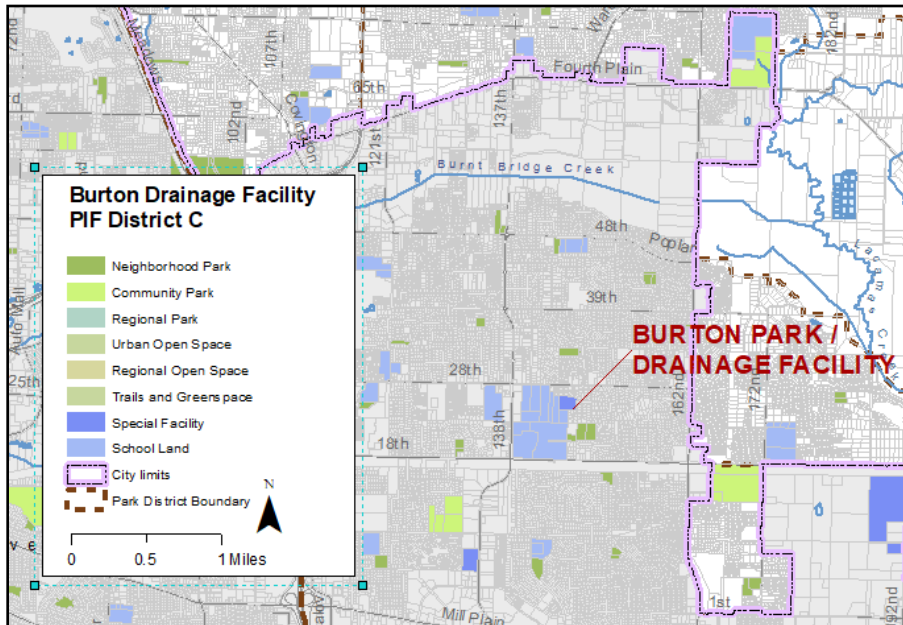
City Council Hearing March 16, 2020

The City of Vancouver is requesting that the subject parcel described below be declared as surplus to the needs of the City as per VMC 3.30 and Resolution M-\_\_\_\_\_.

- Parcel number 110089420 located south of NE 28<sup>th</sup> Street at 145<sup>th</sup> Avenue consists of approximately 6.96 acres. The property is zoned Park (P). A map designating exact location of the parcels is attached as Exhibit “A”.
- The property was transferred from Clark County (Parks) to the City of Vancouver through annexation in prior to 2000. No park impact fees, utility fees or grant funds were associated with the purchase of this site.
- The property does not include City park improvements nor is it used for city programmed recreational purposes. Approximately five acres of the site are used as a practice soccer field by Evergreen School District, with the remaining area on the north used for City storm water infiltration ponds.
- This location is not well suited for neighborhood park development and the surrounding residents are within the service area of two recently improved parks, including Diamond and First Place Neighborhood Parks. Therefore it has been determined that future municipal use of the parcel is not needed for park and recreation purposes.
- Staff recommends that the parcel be declared as surplus real property excluding that portion to be identified by City of Vancouver Public Works for stormwater infiltration (approximately 2.2 acres), with the remainder (4.76) disposed of through a negotiated sale with the adjoining property owner (Evergreen School District). The final survey for is pending to finalize acreage and value calculations based on a recent appraisal.
- Deed restrictions include an access easement and various city utility easements, some of which can be relinquished prior to sale of the property.
- Staff proposes that proceeds from this sale be credited to the Parks capital fund with one-half used for an advanced payment on the outstanding interfund loan for purchasing the Fenton Community Park property completed in 2018 and located in the same park district. The remaining half will be used to supplement existing resources for priority park projects.
- The current assessed value of the 6.96 acre parcel is \$1,047,640. A fair market value appraisal was completed in August 2019. The appraised value for the recommended 4.76 acre surplus area is approximately \$950,223.

### Location & Description

Burton Special Facility is an undeveloped park property located south of NE 28<sup>th</sup> Street at NE 145<sup>th</sup> Avenue (AFN 110089420). The parcel adjoins Evergreen High School, Cascade Middle School, Burton Elementary, and the ESD bus barns. The parcel is located in Park Impact Fee District 5/C.



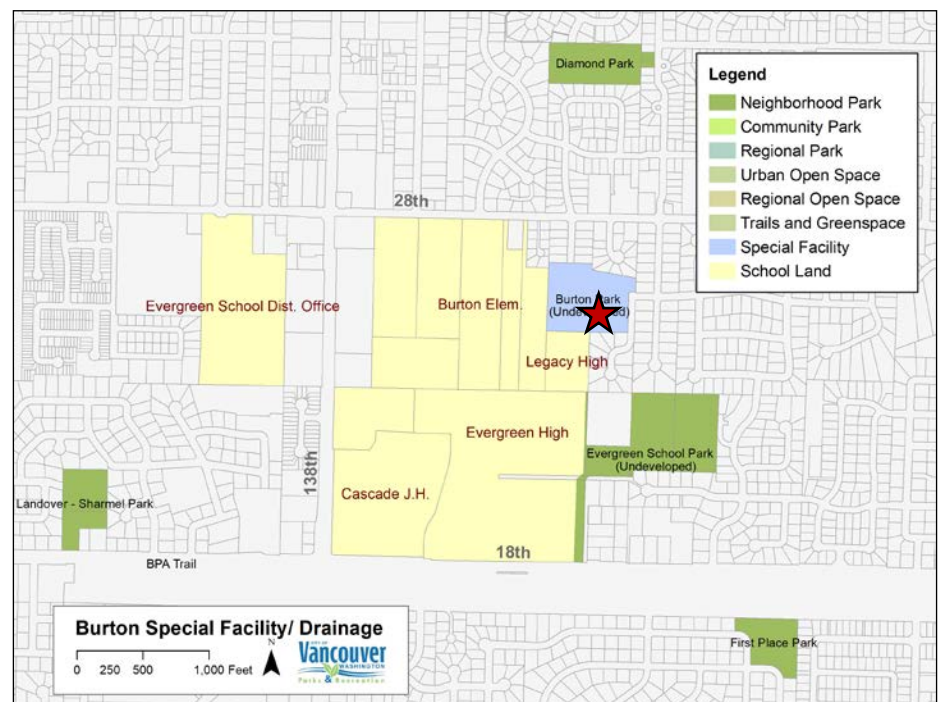
The site consists of 6.96 acres, with the northern 2.2 acres used for City stormwater infiltration. Evergreen School District (ESD) utilizes the remaining acreage for a practice sports field with minimal improvements. Evergreen School Park (undeveloped) is located 0.20 miles to the south and separated by a significant grade change.

Two developed neighborhood parks are within approximately ½ mile of the Burton property and provide outdoor recreation options for residents near the Burton site. These include Diamond and First Place Neighborhood Parks. Both parks were updated in 2019. In addition, past

practices have been to locate neighborhood parks near elementary schools rather than high schools or middle schools due to associated off-campus nuisance behavior on park properties. This policy would discourage future development of this site as a neighborhood park.

### Proposal

ESD proposes redesign of several campus components including the relocation of Burton Elementary and expanded sports field development. ESD and the Parks Department explored options for joint improvement and programming of a softball/baseball complex at this location. The school district hired a consultant to evaluate the feasibility of the site including review of the City's storm water needs and sports field design options. The analysis concluded there is not sufficient area to meet the needs of both agencies.





ESD is interested in entering into a purchase and sale agreement with the City as soon as feasible to purchase 4.76 acres (excluding the 2.2 acre stormwater area) to facilitate development of a school district sports complex. A property appraisal (August of 2019) recommends a current market value of \$4.58 per square foot, for approximately \$950,000 for the surplus area of the parcel.



Due to limited access and circulation to the surrounding area, and because the residential area is served by other park improvements, Parks is supportive of the sale to meet the needs of ESD students for expanded recreational use. A portion of the sale proceeds could be used toward the outstanding interfund loan for the Fenton Community Park purchase completed in 2018 (also located in Park District C) with the remaining funds applied to priority parks capital projects.

The Parks and Recreation Advisory Commission (PRAC) reviewed the proposal on February 19, 2020 in a public hearing. PRAC supports a recommendation to City Council for a declaration of surplus and sale through negotiation with ESD. City Council review of the declaration and sale are subject to the process and procedures identified in VMC 3.30 (Disposition of City-Owned Surplus Real Property) including two public hearings and an extensive public notice process.



**Staff Report 027-20**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 3/16/2020

**SUBJECT** Amendment to VMC Ch. 2.57 Increasing the Number of Civil Service commissioners from three (3) to five (5)

**Key Points**

- At their 2019 retreat, the City Council gave direction to expand and amend the composition of the Civil Service commission.
- The current Civil Service Commission consists of three (3) commissioners, charged with overseeing the testing for recruitment and promotion of certain City Police and Fire Department personnel.
- The current composition of the Civil Service Commission does not designate any seats for any particular perspective, such as labor.
- Increasing the number of Civil Service commissioners will provide additional personnel resources to improve the performance of the Civil Service Commission.

**Strategic Plan Alignment**

**Goal 2, Objective 2.1** – Increasing the number of Civil Service commissioners will provide additional personnel resources to the Civil Service Commission which can improve the provision of effective, innovative, and well-resourced public safety services.

**Present Situation**

At their 2019 retreat, the City Council confirmed an interest in expanding the composition of the Civil Service Commission from 3 to 5 members, and to designate at least one seat on the commission as being labor representatives.

Pursuant to VMC 2.57.010, the current composition of the Civil Service Commission is currently limited to three (3) commissioners, with a quorum consisting of two (2) commissioners.

This change to the municipal code adds two seats to the commission for a total of five members, and stipulates that at least one appointment shall be filled by a union representative. Three commissioners will constitute a quorum.

**Advantage(s)**

1. The proposed Ordinance, if adopted, could expand the knowledge base of the current Civil Service Commission by increasing commissioner membership as well as designating one seat to be filled with a union representative.
2. The proposed Ordinance, if adopted, would realign a majority quorum to three (3) commissioners out of a total of five (5) commissioners.

**Disadvantage(s)**

No disadvantages have been identified.

**Budget Impact**

No budget impacts have been identified.

**Prior Council Review**

Discussion at 3.01.19 City Council Retreat.

**Action Requested**

On Monday, March 16, 2020, subject to second reading and public hearing, approve ordinance.

*Michael Nigrey, Assistant City Attorney, 487-8504*

**ATTACHMENTS:**

- VMC 2.57.010 Amendment Ordinance

03/09/20  
03/16/20

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE amending Vancouver Municipal Code 2.57.010 to increase the number of Civil Service commissioners, redefine a quorum thereof, and provide for savings, severability, and an effective date.

WHEREAS, since the adoption of Ordinance M-2768 enacting Vancouver Municipal Code Chapter 2.57, the City has maintained a Civil Service Commission consisting of three (3) commissioners; and

WHEREAS, the Vancouver City Council recognizes the need to periodically review the composition of its Boards and Commissions; and

WHEREAS, as reflected in SR\_\_\_\_\_, the Vancouver City Council finds that it is necessary to increase the number of its Civil Service Commission to five (5) commissioners, a corresponding increase in the number of commissioners constituting a quorum, and adding a requirement that at least one (1) commissioner appointment be filled by a union representative; and

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. That part of Section 1 of Ordinance M-2768, codified as VMC 2.57.010, is hereby amended to read as follows (deletions to this text are shown by strikeout, additions to this text are shown as underlined):



2.57.010 Civil service commission.

There is created in city government a Civil Service Commission which shall be composed of ~~three~~ five persons. At least one (1) commissioner appointment shall be filled by a union representative. The members of such commission shall be appointed by the mayor; provided, that the members of the Civil Service Commission as constituted under Chapter 2.56, which was repealed by Section 2 of the ordinance codified in this chapter, shall be the initial commissioners of the newly created Civil Service Commission. Each shall continue in office until the term of his or her previous appointment expires or until he or she is otherwise replaced. Any member may be reappointed.

The members of the commission shall serve without compensation. No person shall be appointed a member who is not a citizen of the United States, a resident of the city, and an elector of Clark County. Except for the initial commission, the term of office of such commissioners shall be six years.

Any member of the commission may be removed from office for incompetency, incompatibility or dereliction of duty, or malfeasance in office, or other good cause; provided, however, that no member of the commission shall be removed until charges have been preferred, in writing upon due notice, and a full hearing had by the City Council upon request of the member.

The members of the commission shall devote due time and attention to the performance of the duties hereinafter specified and imposed upon them. Three ~~Two~~ members of the commission shall constitute a quorum. The votes of any three ~~two~~ members concurring shall be sufficient for the decision of any matter and for the transaction of any business by the commission.

Section 2. Savings. Those ordinances or parts of ordinances which are amended or repealed by this ordinance shall remain in full force and effect until the effective date of this ordinance.

Section 3. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstance shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not effect or invalidate the remainder of any parts thereof to any person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 4. Effective date. This ordinance shall become effective thirty (30) days following the date of final adoption.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Anne McEnerny-Ogle, Mayor

Attest:

\_\_\_\_\_  
Natasha Ramras, City Clerk

Approved as to Form:

\_\_\_\_\_  
Jonathan Young, City Attorney

## SUMMARY

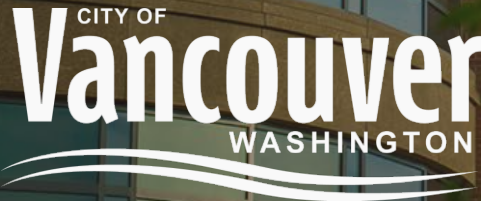
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE amending Vancouver Municipal Code 2.57.010 to increase the number of Civil Service commissioners from three (3) commissioners to five (5) commissioners, redefine a quorum thereof, adding a requirement that at least one (1) commissioner appointment be filled by a union representative, and provide for savings, severability, and an effective date.

The full text of this Ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at (360) 487-8711, or via [www.cityofvancouver.us](http://www.cityofvancouver.us) (Go to City Government and Public Records).

# Continuation of Tower Mall Development Moratorium

VANCOUVER  
CITY HALL



March 16, 2020

Vancouver City Council Hearing

Rebecca Kennedy, Planning Manager

Jonathan Young, City Attorney

# Presentation Overview

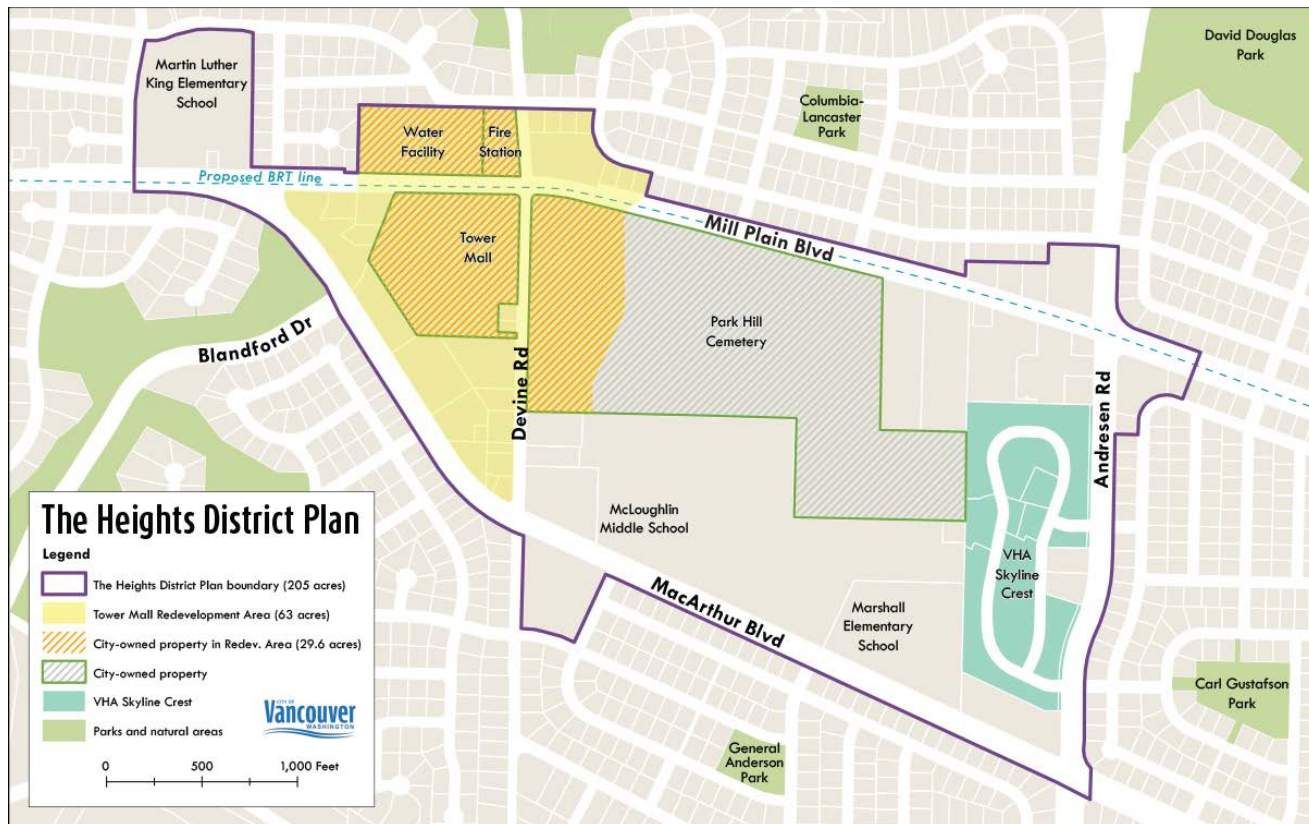
- Prior Council review
- Project geography, goals, & deliverables
- Moratorium extension
- Next steps



# Prior Council Review

- June 5, 2017: Council authorized purchase of Tower Mall property and adopted development moratorium for 25-acre Tower Mall area
- July 17, 2017: Adoption of moratorium with additional findings of fact
- Nov. 20, 2017: Adoption of ordinance to extend moratorium for 6 months
- May 14, 2018: Public hearing to adopt moratorium extension ordinance, and update on planning process to date
- November 5, 2018: Public hearing to adopt moratorium extension ordinance
- April 15, 2019: Public hearing to adopt moratorium extension ordinance
- Oct. 7, 2019: Public hearing to adopt moratorium extension ordinance

# The Heights District



# The Heights District Plan: Project Goals

- Establish a vision for a **vibrant urban center**
- Catalyze additional **private development** in the District
- **Involve the public** in the planning / design process
- Include **affordable**, workforce and/or mixed-income housing
- Include accessible **public open space**
- Utilize innovative urban design and **sustainable development practices**
- Plan for the creative and functional **integration of transit**
- Increase **multi-modal connectivity** in the District uses

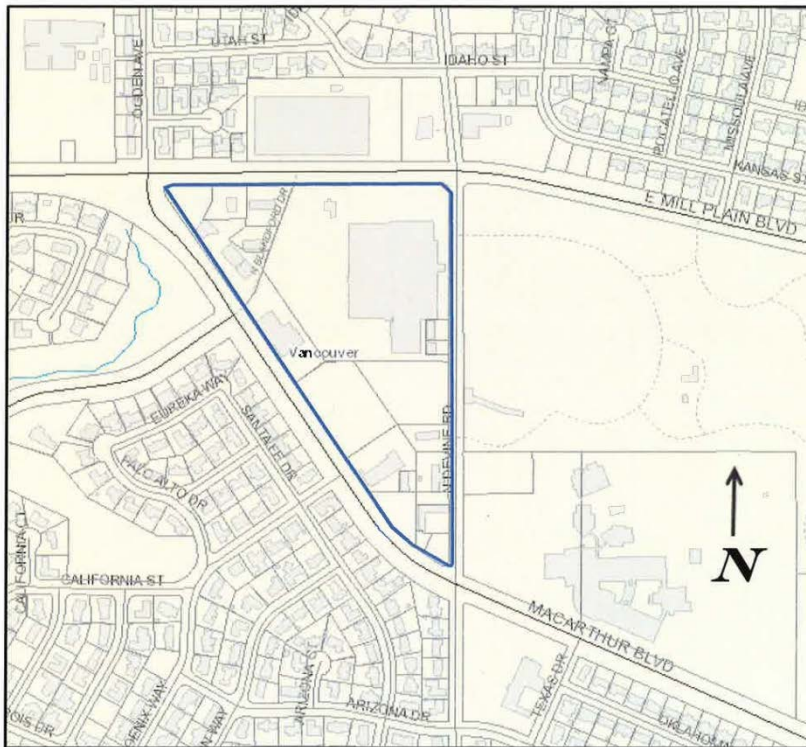


# Heights District Plan: Project Deliverables

1. ***A District Subarea Plan*** for the 205-Acre Heights District that will include an overarching vision for the area, and make recommendations on design, land use, housing transportation, public space, and implementation priorities.
2. ***Detailed Redevelopment Plan*** for the 63-acre Tower Mall redevelopment area that will include a market analysis, feasibility study, phased redevelopment plan, and partnerships and implementation recommendations
3. ***Environmental Impact Statement:*** Planned Action SEPA Analysis that includes thresholds for a mix of uses and will enable expedited review of future development proposals.

# Continuation of Development Moratorium

- Continuation of the existing development moratorium for another six months, per RCW 36.70A.390 and 35.63.200



# Continuation of Development Moratorium

- Allows for extension of public comment period on Draft Environmental Impact Statement (DEIS) – extended to May 20, 2020
- Allows for updates to existing development regulations to ensure that future development aligns with the vision for the Heights



# Next Steps

- May 20, 2020: End of DEIS public comment period
- TBD: Release of Final Environmental Impact Statement (FEIS) and Final Draft Heights Plan
- TBD: Council adoption hearings
- TBD: Planning Commission and Council review/adoption of updated development regulations

# Questions and Discussion

VANCOUVER  
CITY HALL



[www.cityofvancouver.us/theheights](http://www.cityofvancouver.us/theheights)

Rebecca Kennedy

(360) 487-7896

[Rebecca.Kennedy@cityofvancouver.us](mailto:Rebecca.Kennedy@cityofvancouver.us)

The Heights District Plan - 10



## **Staff Report 028-20**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 3/16/2020

**SUBJECT** Continuation of a temporary moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area

### **Key Points**

- State law allows cities and counties to place temporary moratoria on particular uses for up to six months while studies are conducted related to such uses and how they should be regulated. State law allows cities to extend existing moratoria for the same reasons.
- On June 5, 2017, City Council approved Ordinance M-4201 placing an emergency 6-month moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area.
- Since November 20, 2017, City Council has extended the temporary moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area five times.
- Staff has nearly completed a subarea planning process for the Heights District, which includes the Tower Mall area. Extension of the moratorium will ensure that future development aligns with the vision articulated in the forthcoming plan.

### **Strategic Plan Alignment**

**Goal 8:** Strengthen commercial, retail and community districts throughout the city.

**Goal 8, Objective 8.2:** Strengthen neighborhood business districts.

### **Present Situation**

The Heights District Subarea is identified as a future urban center in the City of Vancouver Comprehensive Plan. In order to establish a vision for the area and guide its future growth and

development, the City of Vancouver is undertaking a subarea planning process for the Heights District. In June 2017, the Vancouver City Council approved the purchase of an 11.83-acre parcel known as the Tower Mall site. Following the purchase of the property, Council adopted a six-month development moratorium for the site and adjacent properties in the Tower Mall area, and has adopted five subsequent ordinances continuing the temporary moratorium, in November 2017, May 2018, November 2018, April 2019, and October 2019. This temporary moratorium prohibits the acceptance and processing of applications for permits for the development of new structures, the expansion of existing structures, or subdivisions in the Tower Mall area.

After purchase of the Tower Mall site in May 2017, the City initiated a subarea planning process for the 205-acre Heights District. Over the last two years, City staff and a consultant team have conducted extensive public outreach on the future of the Heights District, including one-on-one meetings, focus groups, group presentations, large public open houses, and online surveys. Staff have heard from a variety of stakeholders, including neighborhood associations, property owners, residents, Vancouver Public Schools, C-TRAN, the faith community, social service providers, non-profit organizations, community members with mobility challenges and people with disabilities, and a 20-member Community Advisory Committee that meets monthly and helps guide project decision-making.

In addition to public outreach, the project team has completed a detailed technical analysis of existing land use, transportation, and environmental conditions, as well as a feasibility study to determine what future uses and development typologies the market will support. Information gathered through the public outreach process, technical analysis, and market study informed the development of conceptual redevelopment alternatives for the Tower Mall Area, which were presented to the public in fall 2018 for input and feedback. Based on this public engagement and guided by the project goals, a draft redevelopment concept for the Tower Mall area was developed and made available for public review starting in April 2019. The draft redevelopment concept responds to public input that highlights the need for programmable open space, safer mobility and increased connectivity, a variety of housing types, and amenities that encourage community integration and support health, equity and wellness.

In the second half of 2019, the project team continued to refine the redevelopment plan for the former Tower Mall, and incorporated this into a draft Heights District Plan that includes policies and recommendations for the entire District as well as those specific to the redevelopment area. District-wide recommendations related to land use, transportation, housing, economic development, parks and open space, and sustainability are included in the draft plan.

A public comment draft of the plan was released in November 2019, in advance of planned workshops with the Planning Commission and the City Council. Based on feedback gathered through ongoing public engagement, the draft plan was refined and an updated draft was released in January of this year. Along with the updated plan, a draft environmental impact statement (DEIS) was also released on Jan. 23, and provides an analysis of environmental impacts and outlines mitigation measures. Implementation steps, including the adoption of development regulations required to implement the vision established by the plan, will be developed and presented to Council for consideration and adoption in the third quarter of 2020.

Continuation of the moratorium allows staff the time to complete the subarea planning process for the area that is currently underway and is anticipated to be completed in May of this year. A continuation of the temporary moratorium is necessary to ensure that future development aligns

with the vision articulated in the forthcoming plan. This is intended to be the final extension of the development moratorium.

**Advantage(s)**

1. Allows the City time to develop a subarea plan for the Tower Mall area; amendments to Title 20; and conduct the required environmental review process.
2. Allows time for a public process to participate in the subarea plan development and review on and comment on any proposed changes to land use regulations and environmental review.
3. Avoids applications for uses that would conflict with the achievement of the long-range vision for this area that will be defined by the subarea plan.

**Disadvantage(s)**

Prohibits the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area.

**Budget Impact**

None.

**Prior Council Review**

1. June 5, 2017, Adoption of moratorium
2. July 10, 2017, First reading, Review of moratorium ordinance and additional findings of fact in support of the ordinance
3. July 17, 2017, Public Hearing, Approval of moratorium with additional findings of fact
4. Nov. 13, 2017, First reading, Review of ordinance to continue moratorium
5. Nov. 20, 2017, Approval of ordinance to continue moratorium
6. May 7, 2018, First reading, Review of ordinance to continue moratorium
7. May 14, 2018, Approval of ordinance to continue moratorium
8. Oct. 22, 2018 First reading, Review of ordinance to continue moratorium
9. Nov. 5, 2018, Approval of ordinance to continue moratorium
10. April 8, 2019, First reading, Review of ordinance to continue moratorium
11. April 15, 2019, Approval of ordinance to continue moratorium
12. September 23, 2019, First reading, Review of ordinance to continue moratorium.
13. October 7, 2019, Approval of ordinance to continue moratorium.

**Action Requested**

On March 16, 2020, subject to second reading and public hearing, approve ordinance.

*Rebecca Kennedy, Long Range Planning Manager, 487-7896*

**ATTACHMENTS:**

- ▣ Ordinance



03/09/20  
03/16/20

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE declaring an emergency and continuing a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area as defined herein; establishing six months as the tentative effective period of this ordinance; and establishing an immediate effective date.

WHEREAS, the City of Vancouver has the authority to adopt temporary moratoria pursuant to RCW 36.70A.390 and 35.63.200; and

WHEREAS, the City is developing a subarea plan for the Heights District, which is identified in the 2011-2030 Comprehensive Plan. The Tower Mall area is within the Heights District and is bordered by East Mill Plain Blvd. on the north, North Devine Rd. on the east, and MacArthur Blvd. on the west and is depicted on the map attached hereto as Exhibit A; and

WHEREAS, the City Council finds that in order to preserve the ability to prepare a subarea plan, that includes the Tower Mall area, with the widest range of choices and alternatives for future development, it is necessary to temporarily restrict development of new structures; the expansion of existing structures; and subdivisions within the Tower Mall area until a subarea plan is developed; and

WHEREAS, without a temporary moratorium the City could, in the near future, receive applications for development that would conflict with the achievement of the long-range vision for this area that will be defined by the subarea plan; and

WHEREAS, the enactment of this ordinance constitutes an emergency, due to potential land use impacts that may result from continued development in the Tower Mall area without the implementation of a subarea plan; and

WHEREAS, current land use regulations in this area do not adequately address long-term planning strategies, or aesthetic congruity with the community; and

WHEREAS, continuing a temporary moratorium as proposed herein will allow the City additional time to research and develop a subarea plan for the area, implement additional new regulation elements, and amend existing zoning ordinances if necessary.

WHEREAS, continuing a temporary moratorium will enable the City to hold public hearings and maximize public input in the development of the new subarea plan without jeopardizing any possible land use options that may be precluded by unrestricted development.

WHEREAS, the City Council believes that the continuation of a temporary moratorium promotes the public health, safety, and general welfare and convenience of the people of Vancouver, and will encourage the most desirable and productive use of land and properties in Tower Mall area;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Temporary Moratorium. As authorized by RCW 36.70A.390 and RCW 35.63.200, the City Council hereby continues the temporary moratorium on the acceptance, processing, and granting of applications for permits for the development of new structures; the expansion of existing structures; and subdivisions within the Tower Mall area.

Section 2. Exemptions. The moratorium established in Section 1 of this ordinance shall not apply to permits required for upkeep, repair, or maintenance of existing buildings or properties, or work mandated by the City to maintain public health and safety.

ORDINANCE –

2

Section 3. Duration. This moratorium shall be in effect for six months following the effective date of this ordinance.

Section 4. Vested Rights. The moratorium created by this ordinance does not apply to properties with vested rights existing on June 5, 2017, which was the date of the enactment of the initial moratorium ordinance. “Vested Rights” shall be defined in accordance with VMC 20.210.110.

Section 5. Effective date. The City Council hereby finds and declares that an emergency exists which necessitates that this ordinance become effective immediately in order to preserve the public health, safety and welfare. This ordinance shall become effective immediately upon passage. The City Clerk is directed to publish a summary hereof including the title at the earliest possible publication date.

Read the first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read the second time:

Passed by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Anne McEnery-Ogle, Mayor

Attest:

\_\_\_\_\_  
Natasha Ramras, City Clerk

Approved as to form:

\_\_\_\_\_  
Jonathan Young, City Attorney

## SUMMARY

### ORDINANCE NO. M-

AN ORDINANCE declaring an emergency and imposing a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development of new or the expansion of existing structures and subdivisions in the Tower Mall area as defined herein; establishing six months as the tentative effective period of this ordinance; and establishing an immediate effective date.

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

## EXHIBIT A: PROPERTIES SUBJECT TO DEVELOPMENT MORATORIUM





3/16/2020

RESOLUTION NO. M-\_\_\_\_\_

A RESOLUTION ratifying Declaration of Civil Emergency No. 2020-01 issued by the Vancouver City Manager on March 13, 2020;

WHEREAS, the Vancouver City Manager issued Declaration of Civil Emergency No. 2020-01 on March 13, 2020, pursuant to Vancouver Municipal Code, Section 2.12.030(A)(2), which authorizes the City Manager to issue such a declaration when the Council is not in session, subject to ratification and confirmation, modification or rejection by the City Council as soon as practicable following the issuance of any such declaration; and

WHEREAS, the City Council agrees with Declaration of Civil Emergency No. 2020-01, and hereby adopts the same;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

**Section 1. Ratification and Confirmation.** The Declaration of Civil Emergency No. 2020-01 as issued by the Vancouver City Manager on March 13, 2020, is hereby ratified and confirmed pursuant to Section 2.12.030(A)(2) of the Vancouver Municipal Code.

**Section 2. Adoption and Incorporation by Reference.** Except as otherwise provided in this Resolution, Declaration of Civil Emergency No. 2020-01 is hereby adopted and incorporated herein by reference.

**Section 3. Notice.** Pursuant to Section 2.12.050 of the Vancouver Municipal Code, Notice of this Declaration of Civil Emergency shall be given as soon as practicable by such means are practicable to news media within the general area of the city, the public, the governor,

**RESOLUTION - 1**

the state military department, and the Clark County department of emergency management or successor agency.

**Section 4. Duration.** This Declaration of Civil Emergency shall continue until modified or terminated by the Vancouver City Council.

INTRODUCED, PASSED, AND ADOPTED at a Regular Meeting of the Vancouver City Council this 16th of March, 2020.

---

Anne McEnerny-Ogle, Mayor

Attest:

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Natasha Ramras, City Clerk

Approved as to form:

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Jonathan Young, City Attorney

**DECLARATION OF CIVIL EMERGENCY  
IN AND FOR THE CITY OF VANCOUVER, WASHINGTON**

**2020-01**

**WHEREAS**, Vancouver Municipal Code, Section 2.12.030 provides that whenever a civil emergency, or the imminent threat thereof, occurs in the city and results in, or threatens to result in, the death or injury of persons or the destruction of or damage to property to such extent as to require, in the judgment of the city manager or designate, extraordinary and immediate measures, an emergency may be declared to protect the public peace, safety, and welfare; and

**WHEREAS**, on January 31, 2020, United States Department of Public Health and Human Services Secretary Alex Azar declared a nationwide public health emergency for the 2019 Novel Coronavirus (COVID-19) beginning January 27, 2020; and

**WHEREAS**, on February 29, 2020, Governor Jay Inslee proclaimed that as a result of the worldwide outbreak of COVID-19, and its extreme risk of person-to-person transmission, a state of emergency exists in all counties in Washington State (Proclamation 20-05), and directed that the Washington State Comprehensive Emergency Management Plan be implemented; and

**WHEREAS**, on March 8, 2020, Governor Kate Brown declared a state of emergency for the State of Oregon in order to ensure the state is fully prepared for, and capable of responding to, the threats of COVID-19 (Executive Order 20-03); and

**WHEREAS**, COVID-19 is a respiratory disease that can result in serious illness or death and poses a high risk of transmission from person-to-person; and

**WHEREAS**, on March 6, 2020, the Clark County Department of Public Health identified the first positive test result for COVID-19, and has since issued recommendations which may restrict normal government functions and operations; and

**WHEREAS**, on March 11, 2020, the World Health Organization (WHO) declared that COVID-19 constitutes a worldwide pandemic and, as of March 12, 2020, the WHO Situation Report confirmed a total of 125,048 cases globally; and

**WHEREAS**, consultation with the Clark County Department of Public Health has confirmed that extraordinary and immediate measures must be taken to direct roles and responsibilities in coordinating emergency activities citywide and take other steps as allowed by law to avoid the threat of death or injury to residents of the City of Vancouver;

**NOW, THEREFORE, the City of Vancouver, Washington** hereby Declares and Orders as follows:

**Section 1. Declaration of Civil Emergency.** The foregoing recitals are hereby incorporated by this reference. As a result of the foregoing, a civil emergency is hereby declared to exist within the City of Vancouver requiring the exercise of emergency powers set forth by the Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12 as described in this declaration of civil emergency. The response to this emergency may reasonably require the use of all city resources and the need to access state and federal resources and financial mechanisms.

**Section 2. Emergency Orders Authorized.** Effective upon execution of this declaration of civil emergency the Vancouver City Manager shall exercise authority through issuance of Executive Orders and through use and direction of City personnel, services and equipment and additional acts necessary to the management of this emergency.

**Section 3. Violation of Emergency Orders Prohibited.** Pursuant to Vancouver Municipal Code Section 2.12.100, it is unlawful for anyone to violate a declaration of civil emergency, or any Emergency Order issued thereunder by the Vancouver City Manager, or any law enforcement officer or designated emergency service personnel acting pursuant to authority of such declaration or emergency order.

**Section 4. Contracting and Borrowing Authority.** The City Manager, the City Chief Financial Officer, and those delegated by subsequent Emergency Order are hereby authorized to make emergency procurements consistent with the provisions of Vancouver Municipal Code Section 3.05.030.

**Section 5. Delegation of Authority.** The City Manager hereby delegates the following authority to take the actions identified for and on behalf of the City:

**A. To the Fire Chief and Police Chief,** the authority to direct the use of City resources as deemed essential for protection of public peace and order.

**B. To the Deputy City Manager and All City Department Directors,** the authority to reassign personnel from their ordinary duties to work deemed necessary for the emergency outside their normal job classifications, and to require work beyond normal working hours in performing tasks deemed necessary in responding to the emergency.

**Section 6. Circulation.** A copy of this declaration of civil emergency, and all emergency orders issued hereunder, shall be given as soon as practicable by such means are practicable to news media within the general area of the city, the public, the governor, the state military department, and the Clark County department of emergency management or successor agency.

**Section 7. Presentation, Ratification, Termination.** This declaration, and all emergency orders issued hereunder, shall be filed with the City Clerk and presented as soon as practicable to the City Council for ratification and confirmation, modification or rejection. Orders which are rejected shall, after vote, be void. Emergency orders shall be considered in full force and in effect until the council shall act.

**Section 8. Duration.** Unless earlier modified or terminated pursuant to Section 7, this declaration of civil emergency shall be terminated upon issuance of another declaration when order has been restored in the affected areas of City of Vancouver.

ADOPTED by the Vancouver City Council, this 13<sup>th</sup> day of March, 2020.

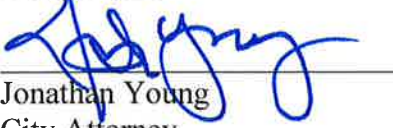
ATTEST:

  
Natasha Ramras  
City Clerk

CITY OF VANCOUVER

\_\_\_\_\_  
Anne McEnery-Ogle  
Mayor

APPROVED AS TO FORM

  
Jonathan Young  
City Attorney

DECLARED IN THE ABSENCE OF CITY COUNCIL, subject to City Council ratification, confirmation, modification or rejection as soon as practicable, this 13<sup>th</sup> day of March, 2020, at 14: 30 hours.

CITY OF VANCOUVER

  
Eric Holmes  
City Manager

**EMERGENCY ORDER**  
**IN AND FOR THE CITY OF VANCOUVER, WASHINGTON**

**No. 2020-02**

**REGARDING CANCELLATION OF CITY-PERMITTED PUBLIC EVENTS WITH FORECASTED ATTENDANCE OF MORE THAN 250 PEOPLE, CLOSURE OF SPECIFIED FACILITIES, SUSPENSION OF SPECIFIED CLASSES, AND IMPLEMENTATION OF CITY EMPLOYMENT POLICY 407 “INFECTIOUS DISEASE CONTROL POLICY.”**

At 11:30 hours 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 *et. seq.*, due to the public health threat posed by the novel coronavirus (COVID-19). (Declaration of Civil Emergency No. 2020-01).

According to the World Health Organization as of March 11, 2020, COVID-19 constitutes a global pandemic due to the alarming levels of the spread and severity of the disease and also, in the words of World Health Organization Director-General Dr. Tedros Adhanom Ghebreyesus, due to the “alarming levels of inaction.”

On March 12, 2020, the Clark County Department of Public Health recommended cancellation of large gatherings of more than 250 people in order to minimize the potential health impacts of COVID-19.

The City of Vancouver regularly hosts and permits large gatherings of people in the regular operation of City business. Therefore, consistent with the recommendations of the Clark County Department of Public Health and mitigation strategies for communities recommended by the Centers for Disease Control and Prevention (CDC) with regard to COVID-19, in order to slow the spread of the disease, and protect the lives of residents of the City of Vancouver, I find that immediate implementation of social distancing and community mitigation measures are necessary.

**NOW THEREFORE, IT IS HEREBY DIRECTED AND ORDERED THAT:**

**Section 1. Cancellation of Certain City-Permitted Events.** All public gatherings with planned or forecasted attendance above 250 people for which a permit has been issued by the City of Vancouver that are scheduled to occur during the Duration of this Emergency Order, are hereby cancelled. This section includes all qualifying special event permits issued pursuant



to Vancouver Municipal Code Section 5.17 *et. seq.*, but does not include regular or special meetings of the Vancouver City Council.

**Section 2. Fire Department Related Cancellations.** While this Emergency Order is in effect, the following program changes will be made by the Vancouver Fire Department:

- A. Suspend all use of fire station community meeting rooms by outside organizations and members of the public;
- B. Suspend all public events;
- C. Suspend all community fire station and apparatus tours;
- D. Suspend all non-emergency appearances by our first responders to community meetings and events;
- E. Suspend all ride-alongs and job shadows;
- F. Limit suppression travel outside of emergency response.

**Section 3. Parks and Recreation Department Related Cancellations.** While this Emergency Order is in effect, the following program changes will be made by the Vancouver Parks and Recreation Department:

**A. Firstenberg Community Center and Marshall Community Center:**

- i. Firstenberg and Marshall centers will remain open at this time except as expressly indicated to the contrary herein.
- ii. Staff is directed to work to heighten sanitation efforts and the frequency of cleaning.
- iii. Residents and staff should practice caution and stay home if they experience any symptoms.
- iv. Additional hand sanitizing stations are to be provided to the extent practicable.
- v. Visitors will be encouraged through signage and verbal cues to practice preventive hygiene protocols and social distancing of at least three (3) feet between individuals.

**B. Firstenberg Climbing Wall Closed.** Sadri's Summit climbing wall at Firstenberg Community Center will be closed while this Order is in effect due to the difficulties inherent in regularly sanitizing this amenity.

**C. Luepke Center and Trapadero II at Firstenberg Community Center Closed.** Due to the elevated risk to individuals age 60 and over, the Luepke Center and the Trapadero II at Firstenberg Community Center will be closed beginning March 14, 2020 through April 30, 2020.

**D. Luepke Center Meals on Wheels.** City Staff is directed to work with our partners at Meals on Wheels People to have boxed lunches available for pick up for seniors in

need of meal support. Meal service will continue as planned at the Luepke Center until further notice.

**E. Specific Recreation Activities.** Cancellations are hereby ordered in the following specific Parks and Recreation activities. These decisions are informed by whether the activity is targeted toward a particularly vulnerable population or involves close physical contact. Anyone concerned about participating in an activity that is still scheduled to run may choose to cancel their registration and receive a full refund while this Order is in effect. The following activities are hereby cancelled:

- i. Seniors (Fifty and Better Programs):
  - a. All Dances: Effective immediately, all dances are canceled through April 30, 2020;
  - b. Forever Young Hikers: All hikes canceled through April 30, 2020;
  - c. 50 and Better Travel Program: All trips canceled through April 30, 2020;
  - d. Silver & Fit and Silver Sneakers Fitness: All classes canceled through April 30, 2020;
  - e. 50 and Better Clubs and Clinics: All clubs canceled through April 30, 2020;
  - f. April 3, 2020 Health Presentation: Canceled.
- ii. People with Disabilities (Access to Recreation Programs):
  - a. ATR Dances: March 13 dance will run, and then canceled through April 30, 2020;
  - b. Monday Fun-nite: March 16, 2020 event will be conducted. Thereafter, this event will be canceled through April 30, 2020;
  - c. Enrichment classes: currently no changes ordered. These classes are being evaluated to see what safety measures can be implemented; participants are encouraged to contact the Marshall Community Center (360-487-7100) for the most up to date information.
- iii. Fitness Classes:
  - a. Group fitness classes: currently no changes ordered. These classes are being evaluated to see what safety measures can be implemented; ; participants are encouraged to contact the Firstenburg Community Center (360-487-7001) or Marshall Community Center (360-487-7100) for the most up to date information.
- iv. Other Recreational Activities:
  - a. Spring Break Camps are modified as follows: field trips are canceled and all activities will occur on site;

- b. Ballroom Dance Classes: Canceled until further notice while this Order is in effect;
- v. Parks and Recreation Facility Rentals and Outside Events:
  - a. Already scheduled events will continue at the discretion of the renter and/or organizer. Those who wish to cancel will receive a full refund;
  - b. No new events will be scheduled prior to April 30.

**Section 4. Implementation of Infectious Disease Employment Policy.** While this Emergency Order is in effect, all City employees will adhere to City Policy 407 “Infectious Disease Control Policy.”

**Section 5. Non-Essential Public Meeting Cancellations.** While this Emergency Order is in effect, the all non-essential public meetings are hereby suspended. A list of suspended non-essential meetings will be posted to the following locations and updated daily while this Order is in effect:

- i. [www.cityofvancouver.us](http://www.cityofvancouver.us)
- ii. City social media channels: Facebook (facebook.com/VancouverUS) and Twitter (twitter.com/vancouverUS)

**Section 6. Additional Safety Protocols for Vancouver City Council Meetings.** The Vancouver City Council will continue to meet while this Order is in effect, however, City Staff is directed to work to make the following safety enhancements:

- i. City Staff will strongly encourage attendance and participate through remote, electronic and/or telephonic means to facilitate transparency and public participation while minimizing the potential for spread of infectious disease wherever practicable;
- ii. City Staff is directed to work to reconfigure meeting rooms to reflect social distancing practices.

**[This Space Intentionally Left Blank.]**

**Section 7. Duration.** Unless modified, extended or terminated by the Vancouver City Council or Vancouver City Manager, this Emergency Order is hereby effective immediately and shall remain in effect until April 30, 2020, at 23:59 hours.

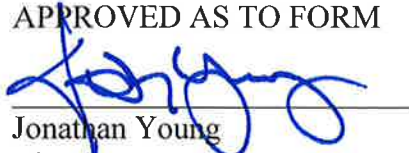
SIGNED, this 13, day of March, 2020, at 14:30 hours.

ATTEST:

  
Natasha Ramras  
City Clerk

CITY OF VANCOUVER  
  
Eric Holmes  
City Manager

APPROVED AS TO FORM

  
Jonathan Young  
City Attorney