



City Council Meeting Minutes

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

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

February 5, 2024

WORKSHOPS: 4:00-5:00 p.m.

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

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

*View the CTVV video recording, including presentations and discussion, for workshops at:
https://www.cvtv.org/vid_link/36235?startStreamAt=0&stopStreamAt=3335*

Equity and Inclusion Update

(Approximately 1 hour)

Alicia Sojourner, Diversity, Equity and Inclusion Director, 360-487-8618

Summary

Staff led Council through a discussion of the Equity and Inclusion Update.

EXECUTIVE SESSION RE: PENDING AND POTENTIAL LITIGATION (RCW 42.30.110) (1.25 HR)

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 5:00-6:15 p.m. to discuss Pending and Potential Litigation.

COUNCIL DINNER/ADMINISTRATIVE UPDATES (6:15-6:30 PM)

COUNCIL REGULAR MEETING

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

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit:

https://www.cvtv.org/vid_link/36237?startStreamAt=0&stopStreamAt=2069

Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent: None

Governor's Award Ceremony

Mayor McEnery-Ogle, Rebecca Kennedy, Deputy Community Development Director, and Amy Stewart, Real Estate Project Manager, received the award from the Washington Governor's Smart Communities Awards for the Heights District Master Plan.

Approval of Minutes

Minutes - January 8, 2024

Motion by Councilmember Hansen, seconded by Councilmember Perez, and carried unanimously to approve the meeting minutes of January 8, 2024.

Community Communications

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

- Kimberlee Goheen Elbon, La Center, WA

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

Consent Agenda (Items 1-9)

Council pulled item 6 for discussion.

Motion by Councilmember Hansen, seconded by Councilmember Stober, and carried unanimously to approve items 1-5 and 7-9 on the Consent Agenda.

Item 6 was remanded back to staff.

1. **Bid Award for SE 17th St Outfall Improvements per Bid #23-42**

Staff Report: 021-24

Runoff from the project area, part of the Columbia Slope, drains to a City of Vancouver stormwater system prior to discharge to the Columbia River. An existing portion of the stormwater system has degraded and no longer has capacity to convey the stormwater, which leads to stormwater overflow, localized flooding and property damage at two private properties on SE 17th St.

The project will replace 430 linear feet of corrugated metal storm main with a more resilient and higher capacity polyethylene storm main. The project will eliminate the overflow condition and provide a safe, maintainable system that limits the risk of damage to private property due to flooding.

On 12/19/2023, the City received 10 bids for the subject project. The bids ranged between \$424,375 and \$997,000. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Jeffries Company, Woodland, Washington	\$424,375.00
Golf Construction, Vancouver, Washington	\$494,835.00
Nylund Inc, Brush Prairie, Washington	\$521,867.32
SLE Inc, Vancouver, Washington	\$528,775.75
Odyssey Contracting, Vancouver, Washington	\$543,373.00
Nutter Corporation, Vancouver, Washington	\$655,835.00
JQ Construction Inc, Beaverton, Oregon	\$711,207.00
Tapani, Inc., Battle Ground, Washington	\$751,985.00
Angelo Underground, Portland, Oregon	\$920,920.00
Advanced Excavating, Kelso, Washington	\$997,000.00
Engineers' Estimate	\$475,000.00

There is no apprenticeship utilization goal as this project value does not meet the minimum threshold.

Request: On 2/5/2024, award a construction contract for the SE 17th St Outfall Improvements project to the lowest responsive and responsible bidder, Jeffries Company of Woodland, Washington, USA at their bid price of \$424,375.00, and authorize the City Manager or designee to execute the same.

Aron Rice, Civil Engineer, 360-487-7170

Motion approved the request.

2. 2024 Fourth Plain Blvd Curb Ramps – E Reserve St to NE Andresen Rd

Staff Report: 022-24

The City is issuing three separate curb ramp contracts this year as part of its 2024 pavement management program. These contracts include the “2024 Fourth Plain Blvd Curb Ramps – E Reserve St to NE Andresen Rd”, the “2024 East Curb Ramps”, and the “2024 West Curb Ramps”. The purpose of splitting the work into three contracts is to reduce each contract to a manageable size, which helps expedite ramp construction. From a construction sequencing standpoint, it is far more efficient to construct the new curb ramps in advance of the on-street pavement management resurfacing work.

This staff report and recommended action is to award the 2024 Fourth Plain Blvd Curb Ramps – E Reserve St to NE Andresen Rd contract only. Recommendations to award the East Curb Ramps project and West Curb Ramps project will come to Council at a later time.

On January 9, 2024, the City received seven bids for the subject project. The bids ranged between \$1,037,985 to \$1,696,802.25. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Grade Werks Excavating, LLC, Battle Ground, WA	\$1,037,985.00
Western United Civil Group, LLC, Yacolt, WA	\$1,046,414.00
Tikka Masonry, Inc., Battle Ground, WA	\$1,200,885.00
Halme Excavating, Inc., Battle Ground, WA	\$1,222,990.00
Clark & Sons Excavating, Inc., Battle Ground, WA	\$1,256,946.50
Advanced Excavating Specialists, Kelso, WA	\$1,324,800.00
MJ Hughes Construction, Vancouver, WA	\$1,696,802.25
<i>Engineers' Estimate</i>	<i>\$1,400,000.00</i>

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this

project. Grade Werks Excavating, LLC, Battle Ground, Washington has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 200 hours of apprentice time of the estimated a total of 4280 applicable labor hours for the project.

Request: On February 5, 2024, award a construction contract for the 2024 Fourth Plain Blvd Curb Ramps – E Reserve St to NE Andresen Rd project to the lowest responsive and responsible bidder, and authorize the City Manager or his designee to sign a contract with Grade Werks Excavating, LLC, Battle Ground, WA at their bid price of \$1,037,985.00, which includes Washington State sales tax.

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

Motion approved the request.

3. Approval of Purchasing Authority for Annual Asphaltic Concrete from Lakeside Industries, Inc.

Staff Report: 023-24

The City currently purchases asphalt products from Lakeside Industries, Inc. through their contract with Clark County (#2729). Total purchases from this contract are about to exceed the \$300,000 threshold requiring approval of Council. This will enable the Public Works department to continue to utilize this contract to purchase asphalt concrete and materials to take advantage of this competitive price.

Public works has ongoing, annual needs for asphalt and related products of approximately \$200,000 - \$250,000 per year and is requesting Council approve the increased spending with Lakeside Industries, Inc. up to a \$1,200,000 threshold against this contract, which is currently good through July 25, 2024, with eligible yearly extensions through July 25, 2027.

Request: Approve purchasing authority related to the Clark County Contract #2729 with Lakeside Industries, Inc. in an amount not to exceed \$1,200,000 through July 25, 2027.

Ryan Miles, Engineering Program Manager, 360-487-7708

Motion approved the request.

4. Increase purchasing on Sourcewell Contract 12201-SCA for Hydro Excavator Truck

Staff Report: 024-24

One of the Water Department's hydro-excavation trucks is due for replacement. The department demoed three different truck manufactures at multiple job sites and RamVac performed the best. Since this purchase will exceed the current contract's \$300,000 spending threshold, Fleet Service's staff is requesting that the contract be amended for purchases to be made according to the departments' current authorized budget in place of setting a new spending

threshold.

Request: Authorize the City Manager or their designee to approve purchases under C-101548: Sourcewell 101221-SCA for the life of the contract with SWS Equipment up to the current authorized budget.

Jake Mahan, Senior Management Analyst, 360-487-8195

Motion approved the request.

5. Interlocal Agreement with Clark County - Whatley Pit

Staff Report: 025-24

The City of Vancouver has been partnering with Clark County for use of the Whatley Pit facility since 1994. Clark County manages and staffs the facility, permitting the City of Vancouver, and other local public agencies with the opportunity to deposit, process and properly dispose of street sweeping and collected stormwater liquids and solids collected within the boundaries of the City. The Whatley Pit facility is owned and maintained by Clark County, however, the City of Vancouver, and other public agencies compose a Steering Committee, who participate in an advisory role to assist with management of the facility.

Initially constructed by Clark County, the City of Vancouver has financially contributed towards two additional phases of expansion and capital improvements of the facility. The City has contributed close to \$160,000 since 2000, participating in the expansion of the decant facility, as well as the improvement and expansion of stormwater facilities and impervious surfacing to add street sweeping bays.

The attached Interlocal Agreement renews this partnership with the County, setting forth the terms and conditions under which the City will continue to use this critical facility for the next four years.

Request: Authorize City Manager to approve, sign, and execute the attached 2024 Interlocal Agreement.

Brian Potter, Operations Superintendent, 360-487-8323

Motion approved the request.

6. Washington Department of Commerce Climate Planning Grant 2023-25 Award

Staff Report: 026-24

The Washington State Department of Commerce has awarded the City of Vancouver \$575,000 in Climate Planning Grant funds as part of Washington State's Growth Management Act[1] amendment House Bill 1181 (Chapter 228, Laws of 2023), which requires climate action to be integrated into local comprehensive plans.

Climate planning activities required for the City of Vancouver's Comprehensive Plan include changes to land use, transportation systems, climate resilience, and reduction of greenhouse gas emissions.

Much of the required climate planning work specific to greenhouse gas emission reduction was completed in 2020-2022 as part of the development and adoption of Vancouver's Climate Action Framework. This puts Vancouver in a highly favorable position to take on new projects that will support further development of climate resilience elements and greenhouse gas reduction recommendations from the CAF. These projects are as follows:

Vancouver Climate Planning 2023-25 Grant Projects	Commerce Grant Funds
Citywide electric vehicle charging strategy	\$100,000
Asset vulnerability mapping	\$100,000
Citywide commercial building decarbonization strategy	\$175,000
Low carbon transportation acceleration strategy	\$200,000
2023 Total Award based on four current projects: (Note: A \$700,000 Max available through 2029)	\$575,000

This grant award term ends June 30, 2025. Note that this \$575,000 grant is a partial allocation from a larger, non-competitive formula grant totaling \$700,000 that Commerce has set aside for Vancouver to assist in completing Comprehensive Plan revisions and enhance climate-related implementation activities. The City has until 2029 to apply for and use the remaining portion (\$125,000) of this allocation.

Request: Authorize the City Manager or designee to execute an interlocal agreement with Commerce to accept Climate Planning Grant funds from Commerce and take any and all action necessary to enforce the terms thereof.

Rebecca Small, Senior Policy Analyst, 360-487-8601; Rebecca Kennedy, Deputy Community Development Director, 360-487-7896

Remanded back to staff.

7. Fourth Plain Commons Condominium Agreement approval

Staff Report: 027-24

In 2015, the City of Vancouver worked with the community to develop the Fourth Plain Forward Action Plan, a framework for equitable development on the Fourth Plain that focuses on supporting small businesses, building community capacity, addressing pedestrian safety issues, and increasing access to economic opportunity and affordable housing near transit.

In alignment with multiple goals of the City's 2015 Fourth Plain Forward Action

Plan, the City of Vancouver and Vancouver Housing Authority partnered to make a catalytic investment in the Fourth Plain community that will provide family-sized affordable housing, up-stream services for both businesses and residents, and much needed community spaces, all near schools and other community services and on a high-capacity transit line (The Vine BRT).

The Fourth Plain Community Commons includes 106 affordable housing units that are owned and operated by the Vancouver Housing Authority, and the following components in a commercial unit that the City of Vancouver will own:

- A commissary kitchen to launch and support emerging food-based businesses*
- A shared office space to co-locate upstream services to make it easier for residents and businesses to access resources on the corridor*
- A community event space that can be rented for festivals, birthdays, trainings, and other events*
- A public plaza with infrastructure to support a community market and other community-serving events*
- A playground and activity lawn to provide outdoor recreation opportunities for the Commons and surrounding community*

On November 9, 2021, the City of Vancouver and Vancouver Housing Authority entered into a Purchase and Sale Agreement that provided the terms and conditions by which the City will acquire a commercial condominium unit including the community event space, the commissary kitchen, shared office space, public plaza and playground, located at 2200 Norris Road, Vancouver, Washington.

The Purchase and Sale Agreement specifies that the sale of the commercial unit is subject to the condominium form of ownership requiring governing condominium documents to be recorded in the records of the Clark County Recording Department in accordance with RCW 64-90. Drafts of the following condominium documents are attached and have been mutually agreed upon by the parties:

- **Condominium Declaration for Fourth Plain Commons Condominium.** The “Declaration” provides the following articles including but not limited to: a legal description of the property, description of units, common elements, easements, permitted and prohibited uses, maintenance responsibilities, allocated expenses, and requires the formation of an owner’s association.*
- **Articles of Incorporation of 2200 Norris Condominium Association.** The “Articles of Incorporation” specifies the organization of the corporation pursuant to the provisions of the Condominium Act (RCW 64.90), The Washington Nonprofit Corporation Act (RCW 24.03), and the “Declaration” (Section 12.1).*
- **Bylaws of 2200 Norris Condominium Association.** The “Bylaws” provide for the operation of the Fourth Plain Commons Condominium and are subject to all current and future owners pursuant to the Condominium Act (RCW 64.90) and the “Declaration” (Section 12.2).*

The “Declaration” and associated documents are required before the City of

Vancouver can purchase the commercial unit from the Vancouver Housing Authority, as stated in the Purchase and Sale Agreement. Construction has been completed on the Commons and the commercial unit was opened to the public as of the September 23, 2023 Grand Opening event.

Request: Approve Condominium Declaration for Fourth Plain Commons Condominium, Articles of Incorporation of 2200 Norris Condominium Association and Bylaws of 2200 Norris Condominium Association, and authorize the City Manager or designee to execute the Declaration, Articles of Incorporation and Bylaws.

Shannon Williams, Senior Planner, 360-487-7898; Becky Rude, Assistant City Attorney, 360-487-8513

Motion approved the request.

8. Termination of Boldyn Networks Right-of-Way Franchise

Staff Report: 028-24

AN ORDINANCE terminating the 10-year franchise previously granted to Boldyn Networks, formerly known as Mobilitie, LLC (“Boldyn”), authorizing the construction, operation, and maintenance of its telecommunication facilities (“Facilities”) in the City of Vancouver’s (“City”) Public Ways; providing for severability; and setting an effective date.

Boldyn Networks (“Boldyn”) has provided telecommunication services in the City since 2017, but recently requested that the franchise be terminated. Boldyn removed all of its facilities from the City’s public ways, as required by Ordinance M-4202 in granting the original franchise. As such, Boldyn is allowed to request this termination and release certain on-going financial obligations such as for insurance.

Request: On February 5, 2024, approve ordinance on first reading, setting date of second reading and public hearing for February 26, 2024.

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

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

Motion approved the request.

9. Approval of Claim Vouchers

Request: Approve claim vouchers for February 5, 2024.

Motion approved claim vouchers in the amount of \$17,224,069.65.

Public Hearings (Item 10)

10. **Multi-Family Tax Exemption- Waterfront Port of Vancouver Block 1**

Staff Report: 029-24

A RESOLUTION of the City Council of the City of Vancouver approving a development agreement with Boz Port Block 1 Owner LLC (Applicant) for an 8-year limited property tax exemption for market rate housing, providing a public benefit contribution, and green building elements, for the property located at 440 Columbia Way, Vancouver, WA 98660 (Exhibit A).

The project is located on the Vancouver waterfront at 400 W. Columbia Way. The land is owned by the Port of Vancouver and the building will be part of a leasehold by the applicant. The applicant is requesting an 8-year multi-family housing limited property tax exemption for market rate rental housing. The project is a seven-story, 194-unit apartment building with 4,549 square feet of commercial space and 177 associated parking spaces. The proposed development will include studio, one, and two-bedroom units. The total estimated development cost is \$88 million.

The MFTE application was submitted and deemed complete prior to the MFTE program changes made July 3, 2023. When the application was reviewed by the CCRA the applicant was asked to include a commercial component which required a substantial redesign of the building program. The application will be reviewed under the MFTE regulations in place at the time the application was deemed complete by staff.

In this case the property is already under a public lands tax exemption as the Port of Vancouver is the landowner. The applicant will own the structure through a lease. Only the residential portion of the structure is eligible for the exemption. Over the 20-year period following construction, the project (with the exemption) will generate over \$17 million in taxes benefiting all taxing districts (ports, schools, county, city, etc.). A total of \$2.36 million in taxes will directly benefit the City of Vancouver. The total estimated value of the tax exemption for all districts during the exemption is \$3.11 million. Of that amount the value of the tax exemption specific to the City of Vancouver would be \$1.06 million. Commercial structure property taxes, retail sales taxes, and unit utility taxes will still be collected during the exemption. It is also anticipated that new residents will support downtown businesses during and after the exemption period.

As a market rate project, a public benefit contribution with a value equal to \$777,500 (25% of the estimated value tax exemption amount) is required. The applicant is proposing to satisfy the public benefit contribution by providing funding towards future affordable housing investments to be determined by the City of Vancouver. This option is also most similar to the new MFTE regulations adopted on July 3, 2023. The contribution for future affordable housing activities can be used for land banking or construction of permanent affordable units where funding can leverage more units and larger unit types and at deeper levels of affordability. The advantage of this funding is also likely

to last longer than the duration of the limited 8-year tax exemption. The public benefit contribution payment will be required prior to issuing the final tax certificate. The project requires a development agreement and therefore also falls under the City interim green building policy. Per the applicant's consultant the building is being constructed to exceed the minimum LEED gold score. The City green policy staff have reviewed the applicant's LEED summary indicating that the project satisfies the City's green building policy.

Request: On February 5, 2024, following a public hearing, adopt a resolution authorizing the City Manager, or designee, to execute a multi-family housing limited property tax exemption certificate and take any and all action necessary to enforce the terms thereof.

Bryan Monroe, Associate Housing Project Coordinator, 360-487-7958

Bryan Monroe, Associate Housing Project Coordinator, provided an overview of the Multi-family Tax Exemption - Waterfront Port of Vancouver Block 1.

Council discussed the item briefly with staff.

Mayor McEnery-Ogle opened the public hearing and received no testimony.

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

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and carried unanimously to approve Resolution 4264.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Adjournment

7:03 p.m.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

From: [PETER BRACCHI](#)
To: [City Council](#); [City of Vancouver - Office of the City Manager](#)
Subject: City Council Meet 2/5/24 - No safe zone for Homeless Cov has known Dangers since 2018 - refuses to answer questions on Safety
Date: Monday, February 5, 2024 7:13:38 AM
Attachments: [image002.png](#)
[image001.png](#)
[image002.png](#)

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Dear city Council members this is my written testimony for the meeting 2/5/24

Please ask our city manager to answer the following questions;
why has the city has not provided a safe zone for homeless and has refused to protect them or Educate them on the dangers habitation under the BPA power-lines.

 No Safe Zone For the Homeless under BPA powerlines

As of January 18, 2024 we still have homeless, residing under BPA power-lines within our park system along burnt Bridge Creek East of Andresen



City of Vancouver has known the danger of habitation under powerlines since 2018 and refuses to answer questions.

Questions

From: PETER BRACCHI [REDACTED]

Sent: Friday, February 2, 2024 3:11 PM

To: Cook, Nena <Nena.Cook@cityofvancouver.us>

Subject: Question on informing the homeless of public safety issues.

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

Hi Nina,

Can you Please provide written answer the following four questions about public safety.

John Young was informed of the habitation hazards of living under BPA powerlines in 2018 see the attachment below of the email.

1) Has the city of Vancouver or the hart team tried to educate the homeless population or other organizations that interact with the homeless of the dangers of camping underneath BPA power?

2) Does the city have a role or obligation in protecting the homeless from this hazard of living under BPA power line.

3) What action did John Young take to protect the homeless population from this danger starting in 2018.

4) John Young drafted the first camping laws. Why did he not include the BPA land at that time, or some mention of potential danger, or a plan to get this information out into the public?



Answer from COV

Mr. Bracchi,

I'm not at liberty to disclose any attorney-client privileged or work product materials or conversations. Please feel free to make a public records request for non-privileged information you're interested in reviewing. [Public Records Request - The City of Vancouver, WA](#) Thank you.

Nena Cook | Deputy City Attorney



From: [City of Vancouver - Office of the City Manager](#)
To: [City Council](#); [Dollar, Sarah](#); [Kennedy, Rebecca](#); [Nischik, Julie](#)
Subject: FW: Ballot Measures for Transportation Changes
Date: Friday, February 2, 2024 4:47:48 PM
Attachments: [image001.png](#)

Tawny Maruhn | Support Specialist

City of Vancouver

City Manager's Office

Office: 360-487-8621

Email: tawny.maruhn@cityofvancouver.us

She/Her/Hers

cityofvancouver.us



From: Israel Lopez [REDACTED] >
Sent: Friday, February 2, 2024 4:37 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>; Transportation and Mobility Commission Agenda Calendar <TransMobilityCommissionAgendaCal@cityofvancouver.us>
Subject: Ballot Measures for Transportation Changes

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City Council and TMC,

I recently heard about a group that desires changes in how we locally manage our transportation infrastructure, namely requiring changes to public vote or ballot measure.

Do we really want the IBR project mired in public ballots? I can envision such a proposal delaying the implementation of the project.

What would trigger these votes?

Who can vote?

What if a vote decreases safety for the city, citizens, visitors? Who becomes liable?

How much would each vote cost?

What is the scope of the vote? An entire street? A corner?

If city construction requires a change order and impacts infrastructure, would that trigger a vote?

If construction needs to reduce a travel lane temporarily to safely build, would that require a vote?

What if a component of city infrastructure violates ADA, does remediating it require a vote? Does that violate ADA?

What if the city needs to make emergency repairs or reduce vehicle access temporarily for storm damage?

What if a utility needs to make in-street or near-street repairs? Does that trigger a vote?

What if a parade permit temporarily limits street access for the duration of the permit/parade, does that trigger a vote?

We have commissions, boards and professionals for a reason, we have public comment for a reason, but ultimately we cannot continue on this path of public votes for everything. We'd get nothing done!

Thank you.

-Israel

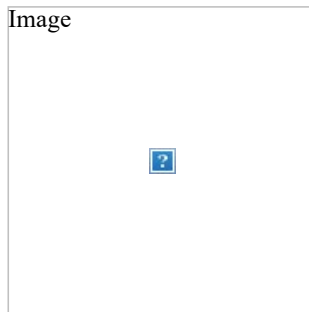
From: [Wynn Grich](#)
Subject: Fwd: The #FluorideLawsuit Continues into Week Two
Date: Monday, February 5, 2024 11:35:59 AM

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

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

From: **Fluoride Action Network** <mail@networkforgood.com>
Date: Mon, Feb 5, 2024, 8:18 AM
Subject: The #FluorideLawsuit Continues into Week Two
To: [REDACTED]



Week Two of the #FluorideLawsuit

Dear Friends,

The trial continues today at **8:30 a.m. (Pacific) / 11:30 a.m. (Eastern)**, and will also start at the same time this **Tuesday, Wednesday, and Friday**. There is currently nothing scheduled for Thursday. Use the Zoom info below to watch or listen live:

Watch the Live Stream on Zoom

<https://cand-uscourts.zoomgov.com/j/1619911861?pwd=TjVma1lnMIJINHR3ZE9QMkFjNkFndz09>

Webinar ID: 161 991 1861

Password: 912881

Join by Phone Phone: (669) 254-5252 or (646) 828-7666

International numbers: <https://cand-uscourts.zoomgov.com/u/advFLxrTkx>

Recent Media Coverage of the Trial

The trial has continued to garner media coverage, though not from mainstream outlets despite FAN repeatedly reaching out to them with our press releases, videos, and the studies linking fluoridation to an increased risk of serious side-effects. That said, the coverage we have received has been very good. On that note, I'd like to re-share an article published last week by *Bloomberg Law* because, while it does include some pro-fluoridation talking points, I feel that it really emphasizes the significance of our lawsuit and trial not only for our own movement but for all citizens and organizations working to get the EPA to adequately regulate environmental toxins: "[Fluoride Science on Trial in Case With Broader Chemical Impacts](#)".

Additional coverage includes:

- Law360 has been providing daily trial coverage in three recent articles, "[Fluoride Risk Trial Opens With Claim Exposure Drops Kids' IQ](#)," "[Harvard Professor Testifies Fluoride is 'Definitely' Neurotoxic](#)," and "[Harvard Prof. Slams Study Showing IQ Gains From Fluoride](#)."

- Brenda Baletti, Ph.D., has also been providing daily coverage of the trial for the Children's Health Defense, including "[Fluoride Expert Squares Off Against EPA on Day 1 of Landmark Trial](#)," and "[Fluoride on Trial, Day 2: Fluoride Poses Risks to Pregnant Women, Too](#)."
- Independent investigative journalist Derrick Broze has been providing detailed up to the minute reporting on our trial with live tweeting, interviews, and vlog posts. [Follow his work on Twitter](#).
- The news department for the American Association for the Advancement of Science, called *Science* published, "[Does Fluoride in Drinking Water Lower IQ? Question Looms Large in Court Battle](#)."
- Inside EPA (Subscription Required): "[Judge Weighs TSCA Risk 'Margin' on First Day of Fluoride Petition Trial](#)"

Sincerely,

Stuart Cooper
Executive Director
Fluoride Action Network

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Fluoride Action Network
North Sutton, New Hampshire
info@fluoridealert.org



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From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#); [Harris, Rep. Paul](#)
Subject: The Fluoride Deception | Clean Water Sonoma-Marin
Date: Wednesday, January 31, 2024 11:44:13 PM

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<http://www.cleanwatersonomamarin.org/get-the-facts/the-fluoride-deception/> please send to council members and MELNECK. Put on public record and confirm that you did. Thanks from Wynn. My dad and uncles worked in that steel mill in Donora Pennsylvania. My cousins still live there. My relatives lived through this disaster.

From: [Wynn Grcich](#)
Subject: Watch "CDC"s Walensky Caught LYING, Watch Jim Jordan EXPOSES Her With One Simple Question" on YouTube
Date: Tuesday, January 30, 2024 11:11:34 PM

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<https://youtu.be/NIBdyFBpTa0?si=NMw1084QynxUGZAO>. PLEASE send to council members and MELNECK
Put on public record and confirm that you did . Thanks from Wynn

From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#)
Subject: Watch "Spike Protein Spreads" on YouTube
Date: Tuesday, January 30, 2024 10:27:38 PM

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From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
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From: [Wynn Grcich](#)
Subject: Fwd: Fluoride On Trial: Federal Trial on the Neurotoxicity of Water Fluoridation Resumes Today
Date: Monday, January 29, 2024 11:09:37 AM

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Thanks from Wynn

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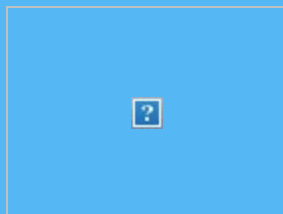
From: Wynn Grcich [REDACTED]
Date: Mon, Jan 29, 2024, 11:07 AM
Subject: Fwd: Fluoride On Trial: Federal Trial on the Neurotoxicity of Water Fluoridation Resumes Today
To: [REDACTED]
[REDACTED]

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From: Wynn Grcich <[REDACTED]>
Date: Mon, Jan 29, 2024, 11:05 AM
Subject: Fwd: Fluoride On Trial: Federal Trial on the Neurotoxicity of Water Fluoridation Resumes Today
To: Marlene Hurd [REDACTED]

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From: Moms Across America [REDACTED]
Date: Mon, Jan 29, 2024, 10:11 AM
Subject: Fluoride On Trial: Federal Trial on the Neurotoxicity of Water Fluoridation Resumes Today
To: [REDACTED]



Moms Across America

Dear Friend --

News Provided By
[Fluoride Action Network](#)

Plaintiffs Ask Federal Court to Ban Fluoridation Chemicals in Upcoming Ruling

SAN FRANCISCO, CALIFORNIA, U.S.A., January 25, 2024 /[EINPresswire.com](#)/ -- After nearly four years of delay, a lawsuit in United States federal court seeking to prohibit the addition of fluoridation chemicals to public water systems due to the threat posed by fluoride to the developing brain is set to continue next week, reports the Fluoride Action Network (FAN).

The final phase of the landmark bench trial against the U.S. Environmental Protection Agency (EPA) over the neurotoxicity of fluoridation chemicals will start on Wednesday, January 31st, 2024. The U.S. District Court, Northern District of California in San Francisco, has set aside nine days (January 31, February 1, 2, 5, 6, 7, 9, 12, 13) for testimony and cross-examination of expert and fact witnesses.

[Watch the proceedings here.](#)

The focus of this final phase will be on the new evidence and science published since the last trial dates held in 2020. This will include the National Toxicology Program's (NTP) 7-year systematic review of the neurotoxicity of fluoride. Specifically, fluoride's impact on reducing the IQ of children. The NTP reported that [52 out of 55 fluoride brain studies](#) they looked at found decreases in child IQ associated with an increase in fluoride, a remarkable 95% consistency. Of the 19 studies rated highest quality, 18 found a lowering of IQ. The meta-analysis could not detect any safe exposure, including at levels common from drinking artificially fluoridated water.

The Fluoride Action Network (FAN), a non-profit founded in 2000, is the lead plaintiff in this precedent-setting case, which challenges a practice endorsed by the U.S. Public Health Service 75 years ago and that today affects more than 200 million Americans through water fluoridation systems in thousands of communities. FAN is joined by consumer advocacy groups, Food and Water Watch and Moms Against Fluoridation, public health associations, the American Academy of Environmental Medicine and the International Academy of Oral Medicine and Toxicology, as well as several individuals representing themselves and/or their children. The case is number 17-CV-02162-EMC (KAW), and titled: Food & Water Watch, Inc., et al. v. United States Environmental Protection Agency, et al.

The lawsuit falls under the Toxic Substances Control Act of 1976 (TSCA) which gives EPA the authority to prohibit "the particular use" of a chemical



substance if it presents an unreasonable risk to the general public or susceptible subpopulations. The plaintiffs submitted a Citizens Petition under Section 21 of TSCA to the EPA in November 2016 requesting a ban on the addition of fluoridation chemicals to water. When the EPA denied their Petition, they filed suit in federal court.

[Click here for a timeline of the lawsuit](#)

"There's no question that the weight of the science overwhelmingly shows that fluoride damages the developing brain," said Stuart Cooper, FAN Executive Director. "This includes a large body of government-funded research indicating that fluoride is neurotoxic, is associated with lowered IQ in children, and a significant increase in ADHD diagnosis and related behaviors in children at doses experienced in fluoridated communities. Experts in toxicology have likened the size of the effect to that of lead."

Broadcast of Trial

The trial will take place in San Francisco with attorneys from the U.S. Department of Justice, representing the Environmental Protection Agency, and attorneys for the Plaintiffs both attending in person. One of the EPA's witnesses will testify via deposition video with the remainder testifying in person. All proceedings will also be live streamed daily on the court's Zoom and recorded and posted publicly on the court's website as part of the Cameras in the Courtroom program. Exhibits will be displayed electronically at trial and on the live stream to allow for a more efficient display of evidence. The judge said that access to this trial was in the public's best interests.

[Zoom info and official court schedule](#)

Trial days will begin at approximately 8:30 a.m. (Pacific) and end at 1:30 p.m. Each side shall have approximately 18 hours to present their case. This includes opening statements, direct and cross-examinations, and closing arguments.

Stuart Cooper
Fluoride Action Network
stuart@fluoridealert.org

Lead attorney for the Plaintiffs, Michael Connett of Waters Kraus and Paul recently discussed the case and science involved at length in an interview:



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CITY OF
Vancouver
WASHINGTON

Emergency Management Program Assessment Report

Geraldene Moyle, General Services Director

Lisa Brandl, Deputy City Manager

February 26, 2024

Agenda

- Background
- Recommendations
 - Key Priorities
 - Action Plan Implementation
 - Current Workplan
 - Steering Committee
 - Long-Range
 - Executive Leadership
- Summary



Background

Emergency Services – Gap Analysis

- Division of the General Services Department – comprised of one position
- Assessment of the current state of the City's Emergency Services division
- Interviewed Internal Stakeholders and external partners
- Goal: understand gaps within Emergency Services



Recommendations

Overarching: Develop a multi-year EM Program Strategic Plan

1. Build capacity of the City's Emergency Management Program.
2. Build awareness of and confidence in the City Emergency Management Program among City departments.
3. Improve the Emergency Operation Center's (EOC) operational readiness.
4. Develop a comprehensive citywide Training and Exercise Program.
5. Collaborate to build Whole Community relationships and partnerships.
6. Enhance emergency planning to further build resilience.
7. Better define the City's relationship with CRESA's Emergency Management Program and leverage its capabilities.



Action Plan Implementation

Categories and Focus Areas

Immediate	Short Term (2024)	Long Term (> one year)	Executive Leadership Lead	With Steering Committee (and consultant)
• Leverage CRESA • Build Program Capacity, Awareness, and Resilience • Improve EOC Readiness	• Build Program Capacity, Awareness, and Resilience • Improve EOC Readiness • Develop Training • Whole Community Collaboration	• Build Program Capacity, Awareness, and Resilience • Improve EOC Readiness • Develop Training • Whole Community Collaboration	• City / CRESA relationship assessment	• Strategic Plan • Citywide Engagement • Implementation Items • Consultant RFP Review and Selection



Current Workplan Topics

Connected to Gap Analysis Implementation

- Homelessness Emergency Action Team (HEAT)
- Comprehensive Plan
- Disabled Community Outreach
- Everbridge Emergency Notification
- Emergency Fuel Operations
- Natural Hazard Mitigation Plan
- Disaster Debris Management Plan
- Disaster Preparedness Community Engagement Plan
- Council Community Forum / Newsletter / Website
- Solar+ Battery Storage Grant
- Satellite Communications
- Regional Disaster Preparedness Organization (RDPO)
- CRESA collaboration
- Community Organizations Active in Disaster (COAD)
- FEMA IEMC training application for 2026



EM Steering Committee

Committee Related Action Items w/ Consultant + OEM Team

Strategic Plan

Develop a multi-year EM Program Strategic Plan to include:

- a vision and mission;
- goals, objectives, and milestones;
- resource requirements and gaps;
- an implementation plan
- a maintenance process

Citywide Engagement

2.1 Engage with city departments for roles and responsibilities

2.5 Host a citywide workshop to 'reintroduce' the EM program to other City departments (post SP)

4.1 Undergo an Integrated Preparedness Planning process with City stakeholders regarding training

Implementation Items

Immediate, Short Term, and Long-Term items

Participate in development of items with consultant and OEM team as applicable

Consultant RFP Review and Selection



Action Plan Implementation

Long-Range

- FEMA IEMC training
- Strategic Committee Formation
- RFP – Strategic Plan development
- Resources Development
- Whole Community Relationships and Partnerships



Action Plan Implementation

Executive Leadership

The City Manager's Office should conduct a dedicated legal, fiscal, and policy level assessment of the costs, benefits, and implications associated with potential future changes to the City's relationship with CRESA

1. Dispatch Services RFP
2. Interlocal Agreement internal analysis



Summary

Emergency Services Gap Analysis

- Acknowledgement of the work ahead
- Collaboration with City departments and community
- Resource development plan
- Long-range Strategic Plan
- Evaluation of CRESA relationship



Thank You





MEMORANDUM

DATE: February 26, 2024

TO: City Council

FROM: Eric Holmes, City Manager

RE: **Citywide Emergency Management**

CC: **Lisa Brandl, Deputy City Manager**
Geraldene Moyle, General Services Director

This memo provides background information ahead of the February 26, 2024, January 22, 2024, City Manager Communications item “Citywide Emergency Management.” The presentation will provide an overview of August 2023 City of Vancouver Emergency Management Program Assessment and Recommendations, Next Steps, and related items.

Program Assessment and Recommendations Background

The City of Vancouver engaged Tamarack MGMT, an emergency management consulting firm, to provide an objective assessment of the City’s Emergency Management (EM) Program and evaluate the state of the City’s EM program against the 12 Emergency Management Accreditation Program (EMAP) Standards. The incorporation of the City’s Climate Action Framework and the City’s Strategic Plan, 2023-2029, were integrated into the assessment, and adjusted the recommendations to focus on strategic priorities and key recommendations, while remaining grounded in the Federal Emergency Management Agency’s (FEMA) National Response Framework) and its identified core capabilities for emergency preparedness.

The assessment included overarching recommendations to guide seven strategic priorities for the program to pursue; each priority has associated actionable recommendations.

The seven strategic priorities are as follows:

- Overarching Guiding Recommendation: Develop a multi-year Emergency Management (EM) Program Strategic Plan with input from City departments and stakeholders.
- Strategic Priorities:
 - Build the capacity of the City's Emergency Management Program
 - Build awareness of and confidence in the City Emergency Management Program among City Departments
 - Improve the Emergency Operations Center's (EOC's) operational readiness
 - Develop a comprehensive citywide Training and Exercise Program
 - Collaborate to build Whole Community relationships and partnerships
 - Enhance emergency planning to further build resilience
 - Better define the City's relationship with CRESA's Emergency Management Program and leverage its capabilities.

Attachments

- "City of Vancouver Emergency Management Program Assessment & Recommendations," Tamarack Consulting, August 2023



EMERGENCY MANAGEMENT PROGRAM ASSESSMENT & RECOMMENDATIONS

○ ○ ○ ○

AUGUST 2023



TABLE OF CONTENTS

Acknowledgements.....	iv
Executive Summary.....	1
About the Project.....	1
Current State of Vancouver’s Emergency Management Program.....	2
Strategic Priorities	2
Strategic Priorities and Recommendations Matrix.....	4
Community Overview.....	6
About the City of Vancouver	6
City Government.....	8
About the Emergency Management Program.....	8
Emergency Management Governance	13
Program Assessment Scope and Methodology.....	16
Approach	16
Document and Data Review.....	16
Interviews	16
Identification and Verification of Prevailing Themes and Key Findings	17
Current State of Key Program Areas.....	18
Program Management, Administration and Finance, and Laws and Authorities	18
Hazard Identification, Risk Assessment, and Consequence Analysis.....	19
Hazard Mitigation.....	20
Prevention.....	20
Continuity Planning and Procedures.....	20
Operational Planning and Procedures.....	20
Incident Management	21
Resource Management, Mutual Aid, and Logistics.....	21
Communications and Warning	21
Facilities	22
Training	22
Exercises, Evaluations, and Corrective Action	22
Emergency Public Education and Information	23
Strategic Priorities and Recommendations.....	24

Overarching Recommendation: Develop a multi-year Emergency Management (EM) Program Strategic Plan with input from City departments and stakeholders. 24

1. Build the capacity of the City’s Emergency Management Program. 24

2. Build awareness of and confidence in the City Emergency Management Program among City Departments. 27

3. Improve the Emergency Operations Center’s (EOC’s) operational readiness..... 29

4. Develop a comprehensive citywide Training and Exercise Program. 32

5. Collaborate to build Whole Community relationships and partnerships. 34

6. Enhance emergency planning to further build resilience..... 36

7. Better define the City’s relationship with CRESA’s Emergency Management Program and leverage its capabilities. 38

ACKNOWLEDGEMENTS

The City of Vancouver, Washington, Emergency Management Program extends their sincere gratitude to City staff and our regional partners for their contributions to this body of work. Together, we will collaboratively and responsibly mitigate, prepare for, respond to, and recover from disasters — both natural and human-caused. As a whole community, we will continue to build true and enduring resilience for Vancouver.

Disclaimer

This City of Vancouver Emergency Management Program Assessment & Recommendations report, prepared by Tamarack MGMT, was requested by the City of Vancouver. The findings, conclusions, and recommendations are provided solely for the use and benefit of the City. Any statements and recommendations in this report should not be construed as a governing policy or decisions unless so designated by other documentation. While this assessment refers to standards from the Emergency Management Assessment Program (EMAP), this assessment does not suggest accreditation conformance. The report is based on the most accurate data available to Tamarack MGMT at the time of publication and, therefore, is subject to change without notice.

About Tamarack MGMT

[Tamarack MGMT](#) is an emergency management and homeland security consulting firm that is certified as a Service-Disabled Veteran Owned Small Business (SDVOSB), a Woman-Owned Small Business (WOSB), and is located in a Historically Underutilized Business Zone (HUBZone). Tamarack MGMT's mission is to help clients build, grow, and implement meaningful emergency management programs and projects in an environment of changing requirements, dynamic priorities, and whole-community collaboration.

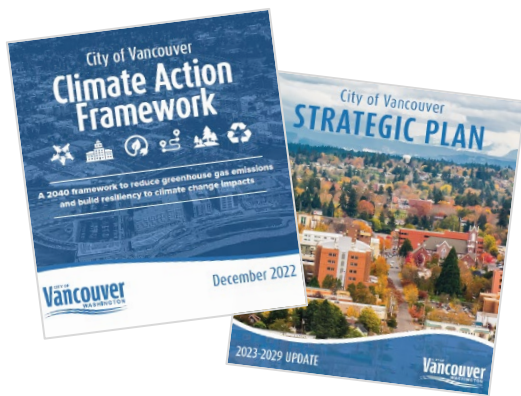


We specialize in emergency plan development, revision, and validation; exercise planning, delivery, and evaluation; after-action reporting; and turnkey program and project management services. We are guided by the principles of kaizen, where we work toward continuous improvement and offer work efforts that have lasting value beyond the project. Our expertise — resulting from experience, education, and training — is underscored by a commitment to true collaboration with clients and their stakeholders to ensure all perspectives are reflected in recommended strategies for product pathways forward.

EXECUTIVE SUMMARY

About the Project

As a continued demonstration of community-focused initiatives, the City of Vancouver, WA, engaged Tamarack MGMT, an expert emergency management consulting team, from April-September 2023. The purpose was to provide an objective assessment of the City's Emergency Management (EM) Program. The goal was to evaluate the current status of the City's readiness for a variety of risks that threaten it based on its geographic location, historical emergency events, climate change (i.e., global heating), and those that can be reasonably anticipated. The initial approach was to use the Emergency Management Accreditation Program (EMAP)¹ Standards to frame this assessment, recognizing that the independent, nonprofit EMAP is widely considered as the framework for building, improving, and maintaining a top-tier emergency management program. While EMAP was used as a framework for the analysis, this project did not formally assess the City's EM Program for EMAP compliance.



In light of the December 2022 adoption of the *City of Vancouver Climate Action Framework*, the June 2023 adoption of its *Strategic Plan 2023-2029 Update* (both of which call out duties of the City's EM Program), and initial findings from data collection and analysis, it was determined that this assessment should focus on strategic priorities and key associated recommendations for the EM Program. This approach remained grounded in the Federal Emergency Management Agency's (FEMA) National Response Framework and its identified core capabilities for emergency preparedness. Consequently, this document complements

the City's planning documents referenced herein and which reflect a whole community approach advocated by FEMA and the Washington State Military Department Emergency Management Division. With a deliberate focus on equity, inclusion, and public safety, particular consideration was given to those most vulnerable to disasters, including people with access and functional needs; those without the economic means or resources to readily prepare for, respond to, or recover from disasters; those who are marginalized from mainstream messaging; individuals with limited English proficiency; and those who live in areas at high risk, perhaps because of location, population density, access to infrastructure and essential services, etc.

Using both quantitative data gleaned from existing document review and analysis, as well as qualitative data gathered from nearly two dozen interviews with City staff and key local and regional stakeholders, several key themes and findings emerged. These themes and findings were subsequently considered in the context of existing state and local regulations, statutes, and policies relevant to emergency management, as well as EMAP Standards. The result is a series of actionable recommendations that align with the *City of Vancouver Strategic Plan 2023-2029 Update*, the *City of Vancouver Climate Action Framework* (adopted by City Council December 5, 2022), and the Emergency Management Accreditation

¹ The ANSI/EMAP 5-2019 Emergency Management Standard by EMAP is the set of 66 standards by which programs that apply for EMAP accreditation are evaluated. The Emergency Management Standard is designed as a tool for continuous improvement as part of the voluntary accreditation process for local, state, federal, higher education, and tribal emergency management programs.

Program² (EMAP) Standards. Recommendations offered in this report also consider statutory/regulatory parameters and challenges, leverage existing strengths and opportunities for expansion and improvement, and are augmented by tips, tools, timelines, and associated resources to advance implementation.

Current State of Vancouver's Emergency Management Program

Increased incidences of severe weather, communicable diseases that pose serious public health risks, and active attacker events across the nation are threats that require mitigation, preparation, response, and recovery strategies. So, too, does living and working in the seismically active Cascadia Subduction Zone, where a significant earthquake of wide-reaching proportions can have devastating and long-term impacts that may require Vancouverites to be more self-reliant in the face of interrupted emergency services and compromised access to essential goods and services.

Just as risks that affect public health and safety are changing, the City of Vancouver also recognizes that its EM Program must be nimble, flexible, and responsive to these risks by building a whole-community capacity to prepare for, respond to, and recover from crises. Change seldom occurs overnight, but risks and hazardous events — particularly those that can be anticipated — warrant deliberate planning, capacity expansion, community partnerships and engagement, and preparedness education and training for a host of potential disruptive events.

Vancouver's EM Program has a forward-focused vision to advance quality of life and safety that mirrors the spirit of initiatives identified in both the City's *Strategic Plan Update* and *Climate Action Framework*. The City's EM Program recognizes that no one agency or entity can be effective in a vacuum. This vision will be fostered by continued collaboration with other public partners (such as the Clark Regional Emergency Services Agency [CRESA], City departments, and state government agencies), and with numerous community-based and nongovernment organizations. These include entities such as the Clark County Community Emergency Response Team (CERT) and groups that vulnerable populations rely on and trust. The private sector — including those pivotal to supporting visitors/tourists, the healthcare industry, energy supplies, debris management, etc. — must also be included in this all-hands mix. There are opportunities to both leverage existing key stakeholders involved in the development of the City's existing planning documents, and to establish new ones to build out the City's EM Program. It is in this spirit that together, Vancouver can build its resilience to disasters.

Strategic Priorities

Key findings helped to identify one overarching recommendation that will help guide seven strategic priorities, each with associated actionable recommendations.

Overarching Guiding Recommendation

Develop a multi-year Emergency Management (EM) Program Strategic Plan with input from City departments and stakeholders.

Leveraging an EM Steering Committee or Working Group, the City should develop a multi-year Strategic Plan specific to the EM Program, to include a vision and mission; goals, objectives, and milestones; resource requirements and gaps; an implementation plan; and a maintenance process.

EMAP is an independent non-profit organization that fosters excellence and accountability in emergency management programs by establishing credible standards applied in a peer-review accreditation process.

These seven strategic priorities for the EM Program are:

- 1.** Build the capacity of the City's Emergency Management Program.
- 2.** Build awareness of and confidence in the City Emergency Management Program among City Departments.
- 3.** Improve the Emergency Operations Center's (EOC's) operational readiness.
- 4.** Develop a comprehensive citywide Training and Exercise Program.
- 5.** Collaborate to build Whole Community relationships and partnerships.
- 6.** Enhance emergency planning to further build resilience.
- 7.** Better define the City's relationship with CRESA's Emergency Management Program and leverage its capabilities.

The matrix that follows captures the recommendations for the City to consider in order to advance these strategic priorities. These actionable initiatives build on organizational successes and address programmatic deficiencies to ensure successful emergency operational performance.

STRATEGIC PRIORITIES AND RECOMMENDATIONS MATRIX

Strategic Priorities	Recommendations	Dependencies
Overarching Recommendation: Develop a multi-year Emergency Management (EM) Program Strategic Plan with input from City departments and stakeholders.		
1. Build the capacity of the City's Emergency Management Program.	1.1 Leverage the City's commitment to "allocate funding to programs and initiatives that respond to emergencies and meet the needs of the future" by developing budget requests to appropriately fund and staff the EM Program.	
	1.2 Consider establishing a Resilience and Recovery Coordinator position to integrate EM's preparedness, mitigation, outreach, and recovery activities with other City resiliency plans and programs.	1.1
	1.3 Better leverage CRESA's "technical assistance" services and expertise to advance key planning priorities.	7.1
	1.4 Leverage partner departments' staff and expertise by establishing formal EM Program primary points of contact in key departments.	
	1.5 Advocate for DHS and FEMA grant funding and explore other grant opportunities.	
	1.6 Understand emergency management implications of and begin planning for significant population growth over the next 10 years from migration and annexation.	
	1.7 In the short term, leverage other available services to help address immediate planning, training, and exercise gaps.	
2. Build awareness of and confidence in the City Emergency Management Program among City Departments.	2.1 Engage with all City departments with EM responsibilities to discuss and update, as necessary, departmental expectations, roles, and responsibilities.	1.4
	2.2 Establish an EM Steering Committee of stakeholders to gather ongoing, regular input into the EM Program.	1.4
	2.3 With Human Resources, explore the feasibility of including EM and EOC responsibilities and expectations in applicable job descriptions citywide.	
	2.4 Establish a defined, transparent process for continuous EM Program evaluation and improvement.	
	2.5 Host a citywide workshop to "reintroduce" the EM Program to other City departments.	1.4, 2.1, 2.2
	2.6 Further define the roles and responsibilities of the City Council and elected officials during declared emergencies.	
	2.7 Develop and share city-wide active attacker preparedness and response procedures.	
	2.8 Develop project plans for activities assigned to the EM Program in the Climate Action Framework.	
	2.9 Consider re-designating the EM Program as the "Office of Emergency Management" under the General Services Department.	
	2.10 Consider developing a formal Duty Officer program.	1.4
3. Improve the Emergency Operations Center's (EOC's) operational readiness.	3.1 Establish and/or formalize primary and secondary EOC locations and develop procedures for virtual EOC activation and operation.	
	3.2 Update the EOC Organization Chart and associated "A Team" and "B Team" rosters to reflect changes in City staffing and organization.	1.4, 2.1
	3.3 Provide baseline-required NIMS/ICS training to EOC staff.	1.4, 2.1, 3.2
	3.4 Determine an Information Management System (IMS) for the EOC.	
	3.5 Develop an EOC Operations Guide.	
	3.6 Leverage City GIS expertise to map Critical Infrastructure, providing a foundation for event-specific mapping and database support.	
	3.7 Establish back-up communications plans for EOC operations in power or communications failures.	
	3.8 Continue coordination with Public Works to plan for the new EOC at the Public Works Operations Center.	
4. Develop a comprehensive citywide Training and Exercise Program.	4.1 Undergo a comprehensive Integrated Preparedness Planning process with City stakeholders to identify and document training and exercise priorities and EM-related trainings needed or conducted by other departments.	1.4, 2.1
	4.2 Conduct active attacker preparedness and response training for all City employees in coordination with VPD, Human Resources, and Risk Management.	
	4.3 Incorporate other priority scenarios in training and exercise planning.	
	4.4 Design and conduct a City leadership tabletop exercise (TTX) to discuss and validate roles and responsibilities, including City Manager, Deputy City Managers, Council, Mayor and other elected officials	2.6
	4.5 Conduct a Virtual EOC Functional Exercise to test new plans, policies, and procedures.	3.1

5. Collaborate to build Whole Community relationships and partnerships.	5.1 Finalize and implement the strategic Disaster Preparedness Community Engagement Plan.	
	5.2 Provide quarterly disaster preparedness training opportunities for community partners.	4.1, 5.1
	5.3 Supplement existing community survey(s) to understand how residents feel about the community's preparedness for a disaster, i.e., individual, family, neighborhood preparedness.	
	5.4 Identify and establish or review agreements with local volunteer and community organizations that play a role in disaster preparedness, response, and/or recovery.	
	5.5 Further engage with CRESA's Community Organizations Active in Disaster (COAD) and volunteer programs.	
	5.6 Establish or participate in a Private Sector Working Group with representation from privately owned critical infrastructure and key employers, along with appropriate City departments, to identify areas to integrate the private sector into preparedness, response, and recovery.	
6. Enhance emergency planning to further build resilience.	6.1 Create a workplan for updating, developing, and promulgating City emergency plans, and include it in the EM Program Strategic Plan.	
	6.2 Develop new EM plans: Continuity of Operations Plan/Continuity of Government and Disaster Recovery Plan.	6.1
	6.3 Update existing EM Plans: Emergency Operations Plan (EOP), Emergency Public Information Annex, Pearson Field Emergency Plan.	6.1
	6.4 Develop and/or finalize priority EOP annexes.	6.1
	6.5 Develop additional functional annexes that address complex response and logistical challenges—often across multiple city departments and involving external partners.	6.1
	6.6 Ensure future planning processes embrace “Whole Community” planning principles and includes individuals with access and functional needs as well as other underserved members of the community.	
	6.7 Incorporate major Climate Action projects into the Natural Hazard Mitigation Plan.	2.8
	6.8 Plan for and execute activities tasked to the EM Program in the Climate Action Framework	1.1, 2.8, 6.7
7. Better define the City's relationship with CRESA's Emergency Management Program and leverage its capabilities.	7.1 Conduct a joint City/CRESA review of emergency management responsibilities in the Interlocal Agreement (ILA) to clarify the role and responsibilities of CRESA and the City EM Program.	
	7.2 Integrate the City's EM support requirements into a 6- to 12-month work/action plan.	7.1
	7.3 Continue regular (monthly) meetings between City and CRESA leadership and track status of the 6-to-12-month work/action plan objectives.	7.1, 7.2
	7.4 The City Manager's Office should conduct a dedicated legal, fiscal, and policy-level assessment of the costs, benefits, and implications associated with potential future changes to the City's relationship with CRESA.	7.1

COMMUNITY OVERVIEW

About the City of Vancouver

GEOGRAPHY

The City of Vancouver, Washington, is situated on the north bank of the Columbia River directly across from Portland, Oregon. Vancouver is the Clark County seat, the largest city by population in this southernmost county of the state, and the fourth largest city in Washington. It includes an area of 51.84 square miles and is 150 - 290 feet above sea level. The nearby Columbia River Gorge National Scenic Area is to the east, and the seismically active Cascadian mountains rise farther to the east, including Mt. Saint Helens and Mt. Hood, both of which are about a two-hour drive from Vancouver. The Pacific Coast is less than 90 miles to the west.

Figure 1: Washington State Map



Source: unitedstatesmapz.com

Emergency Management Implications

More mature residents (over the age of 65) and minors (under the age of 18 years) can be at heightened risk and may need to rely on others for assistance to safely shelter-in-place, evacuate, and/or reunite with other household members and pets following emergency events.

POPULATION

Age

According to the US Census Bureau American Community Survey (ACS), the population of Vancouver is 192,176.³ An estimated 18.5% of Vancouver's population is over 65 years of age, while nearly the same percentage, 18.4%, is

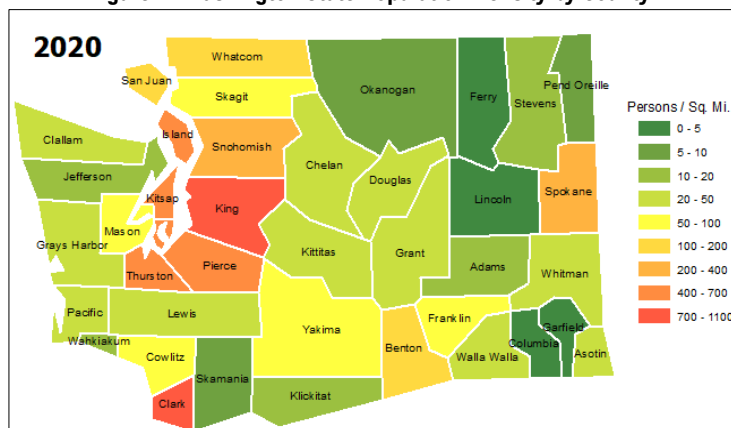
under 18 years of age. Meanwhile, about 30% of the City's householders live alone and of those individuals, more than 13% are over the age of 65.⁴

Population Density and Growth

It is estimated that Vancouver's population density is 3,682 people per square mile, while the United States' total population density is 94 residents per square mile.⁵ As evidenced by the population density map shown in Figure 2, Clark County has a population density in the same range as Washington's most populous county (King), which is home to Seattle.

According to the Washington State Growth Management Act's county population projections (2020-2050), Clark County's population is expected to maintain a "medium-level" sustained growth over the next several decades, as shown in Figure 3.

Figure 2: Washington State Population Density by County



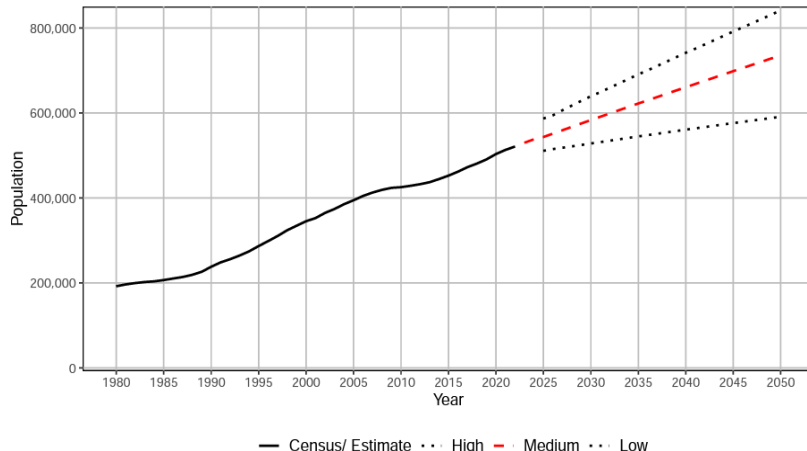
Source: Washington State Office of Financial Management

³ <https://data.census.gov/table?q=160XX00US5374060&tid=ACSDP1Y2021.DP05>

⁴ <https://data.census.gov/table?q=160XX00US5374060&tid=ACSDP5Y2019.DP02>

⁵ <https://www.statista.com/statistics/183588/population-density-in-the-federal-states-of-the-us/#statisticContainer>

Figure 3: Clark County, WA Growth Management Act Population



Source: Washington State Office of Financial Management, Growth

LANGUAGES SPOKEN, CITIZEN STATUS

Reflecting diverse cultures, races, and ethnicities, Vancouver residents speak a variety of languages. In fact, 2021 ACS estimates indicate about 20% (+ or – 3%) of City residents speak a language other than English at home, which reflects a comparable number across all of Washington State.

Of languages other than English spoken by Vancouverites, almost 10% speak Spanish, more than 5% speak an Indo-European language, and more than 4% speak Asian/Pacific Islander

languages. Of foreign-born people living in Vancouver (14.4%) about half of them are not naturalized US citizens.⁶

Emergency Management Implications

Diversity enriches communities in many ways. It also merits sensitive considerations relative to individuals' ability to understand messages across the emergency management cycle. Individuals who are not naturalized citizens may also be hesitant to interact with government officials and access all available government services, even in emergencies.



RISK PROFILE



The region's scenic beauty and increased focus on a more walkable and bikeable Vancouver offer considerable outdoor recreational opportunities for both residents and visitors. However, Vancouver's location also poses hazardous risks and resulting impacts from seismic activity, severe weather, increased incidents of wildfires and high air temperatures affected by climate change, other public health and safety threats with impacts that can be magnified with high-density living, the increasing influx of visitors from across the globe, and societal change.

⁶ https://data.census.gov/profile/Vancouver_city,_Washington?q=160XX00US5374060

Hazard Risk Ranking

The [Clark Regional Natural Hazard Mitigation Plan](#) ranks the hazards that threaten safety in Vancouver:

- | | |
|-------------------------------|----------------|
| 1. Severe Weather (high risk) | 5. Landslide |
| 2. Earthquake (high risk) | 6. Volcano |
| 3. Flood | 7. Dam Failure |
| 4. Wildfire | 8. Drought |

Clark Regional Natural Hazard Mitigation Plan

The multi-jurisdictional Clark Regional Natural Hazard Mitigation Plan (approved March 2023) identifies hazards that threaten safety in Vancouver and across Clark County. The Natural Hazard Mitigation Plan ensures climate change impact was appropriately reflected in the hazard identification and risk assessment process and includes linkages to numerous other City plans that address land use, housing, capital facilities, utilities, transportation, water management, conservation measures, and other factors that influence emergency management.

City Government

Incorporated on January 23, 1857, the City of Vancouver is managed by a Council-Manager form of government. The City Council includes seven members, including a Mayor. The City Manager oversees the day-to-day administration of City programs and the implementation of policies and planning documents, including the City's *Strategic Plan*, *Climate Action Framework*, *Emergency Operations Plan*, and linkages among them. Additionally, the City government considers all local, regional, and state policies, regulations, and statutes that affect emergency management, public safety, and resilience building.

About the Emergency Management Program

OVERVIEW

History

The City's EM Program is largely guided by its Emergency Operations Plan (EOP), a document most recently updated in 2018. The EOP implements the City's responsibilities assigned in the Revised Code of Washington (RCW 38.52.070) and Vancouver Municipal Code (VMC 2.012). The EOP provides a framework for performing critical functions during an emergency or disaster that exceeds the City's normal response capabilities and establishes response priorities. The EOP also identifies community responsibilities for residents; individuals with disabilities, access, and functional needs; non-government and faith-based organizations; and business and industry. As such, it requires

EMERGENCY MANAGEMENT PLANS IMPACTING VANCOUVER

City of Vancouver Emergency Operations Plan
City of Vancouver Continuity of Operations Plan
Clark Regional Natural Hazard Mitigation Plan
Public Health Regional Natural Disaster Mitigation Plan
Regional Disaster Debris Management Plan
Comprehensive Emergency Management Plan
Threat & Hazard Identification & Risk Assessment
Regional Recovery Framework



extensive collaboration and coordination to protect public safety and build resilience. Key stakeholders provided input to the EOP and are expected to advise the Vancouver Emergency Manager of suggested changes that may improve or increase the usefulness of the EOP. Many key stakeholders who weighed in on the EOP also provided input to this Emergency Management Program Assessment & Recommendations

"Everyone who lives or works in the City has a shared responsibility to prepare for disaster and be as self-sufficient and resilient as possible in order to minimize the impact of disaster on our community."

Vancouver City Manager Eric Holmes
Emergency Operations Plan, 2018

document.

Vancouver's Emergency Management program operates in partnership with the Clark Regional Emergency Services Agency (CRESA), local fire, police, EMS, the Community Emergency Response Team (CERT/Clark County), and numerous other City departments. Significant events that have marshaled collaboration among these emergency management partners include air quality-compromising fires, flooding, civil unrest, and public health emergencies (COVID-19, MPX, and RSV). Anticipated growth in population density, needs for both sheltering-in-place and evacuation resulting from natural and human-caused events, and the proliferation of other threats to public safety, such as active attackers, require ongoing preparedness education, outreach, and exercising.

Among education and outreach efforts, the City EM Program encourages community participation in Great ShakeOut earthquake preparedness activities every fall, and posts information on the City's website regarding how to self-protect during a wildfire smoke event.



Image courtesy of City of Vancouver

Organization

The City of Vancouver operates under a Council-Manager form of government. The Vancouver City Council appoints the City Manager to serve as the Chief Executive Officer of the City; the City Manager's roles and responsibilities are defined in the City Charter and state law. The City Manager is responsible for developing the biennial budget, advising the City Council on policy issues, and carrying out the Council's policy direction through the day-to-day management and operations of all City departments.



In addition to overseeing citywide operations, the City Manager oversees policy and program management; City Communications and Clark/Vancouver Television (CVTV); the Emergency Management, Government Affairs, and Historic Preservations Programs; and Pearson Field Airport.

During emergency events, every City department is expected to participate in response efforts. However, as discussed in Strategic Priority 2 below, not all City employees are aware of their emergency response responsibilities, and the City does not have a formal "essential employee" program. Post-disaster responsibilities are not included in job descriptions, and the expectation of employee participation in emergency response is only implicit and not well understood.

Such widespread responsibility across the entire emergency management cycle requires deliberately orchestrated coordination among all City departments and external partnerships. This coordination role rests with the EM Program, presently consisting of one full-time Emergency Manager in the General Services Department, under the supervision and direction of the General Services Director, who reports directly to the Deputy City Manager.

CITYWIDE DEPARTMENT DUTIES DURING EMERGENCIES

- ✓ Account for the safety and welfare of on-duty employees.
- ✓ Provide resource support when requested.
- ✓ Develop internal procedures to implement the tasking assigned in the EOP and train designated personnel in their use.
- ✓ Provide Incident Command System-trained personnel to staff the Emergency Operations Center (EOC) when requested.
- ✓ Encourage department personnel to serve in EOC positions and allocate them time for EOC training and exercises.
- ✓ Continue to deliver essential services to the community as long as conditions permit.
- ✓ Establish policies/procedures to promote employee and customer safety during emergencies.
- ✓ Encourage each employee to develop household emergency plans and emergency supply kits to facilitate at-home safety and self-sufficiency, enabling employees to rapidly return to or remain at work.

PARTNERSHIPS

A significant role for the City's EM Program is coordinating department efforts across the emergency management cycle. Partnerships with entities external to City government are integral and essential to effective emergency management. These external partners include the Clark Regional Emergency Services Agency (CRESA); the State of Washington Emergency Management Division/Washington State Military Department; Washington State Department of Health; any other entities/agencies related to disaster declarations, resource/material acquisition, and cost recovery; and community- and volunteer-based organizations that traditionally support community preparedness, response, and recovery operations.



Clark Regional Emergency Services Agency (CRESA)



Established in 1976 under the Interlocal Cooperation Act of the State of Washington (Revised Code of Washington [RCW], Chapter 39.34), CRESA is a regional public safety agency that provides 911 dispatch services, public safety radio system and services, and emergency management services for all incorporated and unincorporated areas of participating jurisdictions; this includes the City of Vancouver. CRESA estimated a total population served of 520,900 in 2023.⁷

CRESA is governed by a nine-member Administrative Board whose members serve indefinite terms. This Board has the authority and responsibility to provide policy and legislative direction for CRESA and its

⁷ April 1, 2023 Population of Cities, Towns, and Counties, State of Washington Office of Financial Management

administration. The Board appoints and supervises the Director; oversees the finances and budget of the Agency; determines what services the Agency offers; reviews and adopts policies; and acts as necessary to further CRESA's mission. Currently, the City of Vancouver Fire Chief and Police Chief serve on the CRESA Administrative Board.

The CRESA 911 Operations Division answers, processes, and dispatches 911 calls for all of Clark County, as well as portions of Cowlitz and Skamania Counties. 911 dispatchers and call-takers also answer 311 calls that transfer and triage non-emergency calls off 911 lines. In 2022, CRESA logged 265,642 calls to 911 and 164,642 calls to 311.⁸ Of all public safety dispatch events created in 2022, more than one-half (52.34%) were attributable to Vancouver Police and more than one-third fire/EMS events (35.76%) were attributable to Vancouver Fire.⁹

CRESA public outreach is leveraged through social media, planned events (virtual and in-person), as well as community events where people already congregate. CRESA also coordinates and manages the Clark County Joint Information Center (JIC), which pushes out messages from a variety of stakeholders and partner agencies, including the City of Vancouver and others.

CRESA's organization includes an Emergency Management Division (EMD), which is tasked by Clark County to perform county-wide EM services. CRESA's EMD is led by a Manager and is supported by five Emergency Management Coordinators assigned to (1) EOC operations, (2) mitigation and recovery, (3) grants administration, (4) public education, and (5) comprehensive planning. This EMD is the local comprehensive emergency management organization for Clark County and the cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver, Washougal, and the Town of Yacolt, as required under RCW 38.52 and WACs 118-09 and 118-30.

Per the 2001 Interlocal Agreement, "For Emergency Management Services, a per capita charge shall be assessed to participating members. In calculating the per capita charge, a member's population

The CRESA Emergency Management Division includes a Homeland Security Program that receives and administers Washington State Homeland Security Program grant funds for Washington State Region IV, which includes Clark County.

(numerator) shall be divided by the total participating members' population (denominator) multiplied by that portion of the emergency management budget that is not reimbursed by the Federal Government through the State or other outside revenue sources. A member's population shall be based on the most recently published figures from the State Office of Financial Management (OFM)."

In 2022, approximately 40% of the CRESA Emergency Management Division was supported by federal grant funding, with the remaining 60% coming from the per-capita assessment from each of the eight participating jurisdictions in Clark County, including the City of Vancouver.

***The Clark Regional Alert and Notification System** uses the Everbridge platform to enable Clark County, including CRESA and the City of Vancouver (and others), to partner on a shared notification system that allows them to send notifications to county residents. Voluntary participation enables individuals to subscribe to notifications that matter to them based on locations in Clark County (residences, workplaces, recreational venues, etc.). Personal information is fully protected and secure, and is only used for self-registered notifications.*

PublicAlerts

⁸ CRESA 2022 Annual Report.

⁹ Ibid, pp. 9-10.

As discussed in Strategic Priority 7 below, there is a need to clarify the City's relationship with CRESA, and more deliberately outline the EM services provided by CRESA vs. provided by the City's EM Program. This is especially important as the City experiences significant growth, which will in turn increase the City's per-capita assessment share for CRESA's Emergency Management Services.

State of Washington

Washington is a "home-rule" state, so the City of Vancouver may exercise the same powers as the State, except for any powers specifically denied in law. If either the State Constitution or State statutes are silent about Vancouver's power on a specific local issue, under home rule, Vancouver may pass laws to address local issues without permission granted to it by the State.¹⁰

The Emergency Management Division (EMD) of the Washington State Military Department manages the State Emergency Operations Center (EOC) during disasters and coordinates response efforts. The EMD's EOC is the designated central location for information gathering, disaster analysis, and response coordination; other state, federal, and local agencies/organizations may also participate. The EMD EOC may issue emergency warnings or disseminate critical information and instructions to government personnel and the public to take emergency protective actions.

The EMD also provides Washington local jurisdictions with technical and planning assistance that can be helpful to the City of Vancouver's EM Program in developing its Comprehensive Emergency Management Plan (CEMP).

EMD Technical Assistance	EMD Planning Assistance
Provide targeted technical planning support to emergency management organizations.	Assist with restructuring CEMP Support Annexes (e.g., ESFs to Department-focused Annexes).
Assist in the creation of a realistic CEMP structure and CEMP Basic Plan.	Provide a detailed follow-up on CEMP reviews to discuss recommendations and implementation.
Assist in Support Annex development.	Assist in alignment with the National Preparedness Goal & the National Incident Management System.
Provide informal reviews of CEMP Basic Plans, Support Annexes, and Appendices.	Align local information and operations into a jurisdiction's CEMP framework.
Assist on-site at the jurisdiction or through email and telephone.	Provide in-depth planning support.

¹⁰ [Home Rule in Washington, Association of Washington Cities, n.d.](#)

The Washington State Department of Health and other State entities/agencies related to disaster declarations, resource/material acquisition, and cost recovery can also factor into local/regional emergency management efforts.

Community-Based Entities

Vancouver has many long-term partnerships with community-based entities, some of which resulted from involvement in the development of the *City of Vancouver Strategic Plan* and/or *City of Vancouver Climate Action Framework*. Many City staff across all departments have relationships with various external stakeholders.

Vancouver's growing partnerships and stakeholder engagement are key to streamlining preparedness, response, and recovery resources in a whole community approach to building resilience.

These include everything from healthcare providers, debris haulers, and supply vendors to schools (Pre-K, K-12, college/university, and free-choice learning institutions), tourist destinations/chambers of commerce, faith-based entities, and other organizations that regularly provide services to traditionally underserved populations that trust and rely on them for critical information and services. As community dynamics/needs, demographics, and climate threats evolve, so do community entities that are integral to the entire emergency management cycle. These partnerships are best established and maintained during periods of calm, rather than calamity.

Emergency Management Governance

Federal, state, and local governance documents impact the City of Vancouver's EM Program, respectively. Each was considered relative to the City's alignment with EMAP Standards and as forward-looking strategies were developed.

FEDERAL

- [Robert T. Stafford Disaster Relief and Emergency Assistance Act \[Public Law 93-288; Approved May 22, 1974\] \[As Amended Through P.L. 117-328, Enacted December 29, 2022\]](#)
 - This Act constitutes the statutory authority for most federal disaster response activities, especially as they pertain to the Federal Emergency Management Agency (FEMA) and its programs.
 - This Act gives the President the power to declare a national emergency in response to a national disaster. This declaration enables the President to access funds and disaster relief assistance set aside by Congress. The declaration is intended to help states access assistance from the federal government during a disaster while they carry out their responsibilities to aid their citizens.



STATE

- [Revised Code of Washington, Title 38, Chapter 38.52, Emergency Management \(RCW 38.52\)](#)



- RCW 38.52 provides for emergency management by the State and authorizes the creation of local organizations for emergency management in the political subdivisions of the State. It confers emergency powers on the Governor and the executive heads of the political subdivisions of the State and provides for mutual aid among the State's political subdivisions and with others in cooperation with the federal government to carry out emergency management functions.
- RCW 38.52 provides for the prioritization, development, and exercise of continuity of operations plans by the State, such that all emergency management functions of the State and its political subdivisions be coordinated to the maximum extent with the comparable functions of the federal government, including its various departments and agencies of other states and localities, and private agencies of every type. The ultimate goal is the most effective preparation and use of all resources to deal with any disaster.
- RCW 38.52 provides a means to compensate emergency management workers and provides for programs through intergovernmental cooperation to educate and train the public to be prepared for emergencies.
- [Washington Administrative Code, Chapter 118-30, Local Emergency Management/Services Organizations, Plans and Programs \(WAC Chapter 118-30\)](#)
 - The purpose of this Code chapter is to establish criteria for evaluating local emergency management/services organizations, plans, and programs to ensure consistency with the State comprehensive emergency management plan and program.
 - It also establishes the responsibilities of political subdivisions, such that each must establish an emergency management organization by ordinance or resolution passed by its legislative body (and two or more political subdivisions may join in the establishment of an emergency management organization).
 - It specifies that each political subdivision and those that have joined together to form a joint emergency management organization shall develop, promulgate, and submit a comprehensive emergency management plan. (WAC 118-30-040)

LOCAL JURISDICTION

- [Vancouver Municipal Code, Chapter 2.12, Emergency Management](#)
 - "The purpose of this ordinance is to set out and clarify the authority of the City and of its officers with regard to local, regional and national emergency and disaster situations. It is intended, in conformity with Article 11, Section 11 of the Washington State Constitution and with Ch. 38.52 RCW, to provide the City with the broadest power permitted by constitutional and statutory authority to preserve the public peace, health, safety and welfare." (Ord. M-3513 §1, 2000)
- [Interlocal Agreement \(ILA\), Clark Regional Emergency Services Agency](#)

Note: This ILA is consistent with the provisions and terms of the "Interlocal Cooperation Act" pursuant to [RCW 39.34 et seq.](#) and [RCW 38.52.](#)

 - This January 2001 document establishes that participating Clark County parties (the Cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver, Washougal, and Yacolt; and

Clark County Fire District's 1, 3, 6, 9, 10, 11, 12, 13, and 14; North Country EMS; and Cowlitz-Skamania Fire District #7 agree to establish and participate in consolidated communications services and emergency management services designated as the Clark Regional Emergency Services Agency.

- Relative to emergency management services, the ILA specifies that review and adoption of the annual budget and amendments shall be pursuant to RCW 38.52.

PROGRAM ASSESSMENT SCOPE AND METHODOLOGY

Approach

The Tamarack MGMT team's initially scoped approach was specific to the Request for Proposals to assess and evaluate the gaps and capabilities of the City of Vancouver EM Program against Emergency Management Accreditation Program (EMAP) standards, applicable statutory and administrative requirements, and other critical emergency management program criteria/frameworks.

The primary tasks remained true to the original scope throughout the project and included:

-  (1) Development of a Gap Assessment Tool;
-  (2) Discovery and Information Gathering (i.e., research, due diligence, interviews with key stakeholders);
-  (3) Evaluation (i.e., identify key findings, emerging themes, root causes, opportunities to close gaps and build on successes); and
-  (4) Analysis and Strategic Recommendations (i.e., this City of Vancouver Emergency Management Program Assessment & Recommendations report).

The project was designed to align with strategic planning efforts the City has recently undertaken and which specifically identify roles and responsibilities for the City's EM Program. Specifically, these include the *City of Vancouver Strategic Plan 2023-2029 Update* (adopted June 2023) and the *City of Vancouver Climate Action Framework* (adopted December 2022).

This project's approach enables the City to leverage the spirit and substance of these two planning documents, ensure alignment and consistency across City policies, and focus on ways to build on existing strengths and partnerships while considering additional untapped opportunities to offset internal programmatic gaps and external threats to whole community resilience.



Document and Data Review

Documents reviewed for this engagement spanned the spectrum of federal emergency management guidance documents (e.g., Federal Emergency Management Agency National Response Framework), Emergency Management Accreditation Program (EMAP) Standards, applicable federal/state/local statutes and regulatory policies, and regional documents with an emergency management focus.

Interviews

In June and July 2023, the Tamarack MGMT team interviewed nearly two dozen key stakeholders. These were largely completed in person; a few were conducted remotely to accommodate schedules. Interview

participants included key stakeholders from City of Vancouver departments and regional partners. The list of key stakeholders to be interviewed was developed jointly by City and consultant staff. It reflected a deliberate cross-section of departments and regional partners who have played critical roles in past emergency response efforts and others whose duties and positions warrant integral involvement across the emergency management cycle.

Each 45-60-minute interview focused on creating a program- and purpose-focused discussion rather than a person-focused one. This encouraged productive input in a comfortable sharing space. Interview topic areas included:

- Roles and responsibilities on a daily basis and in relation to the Vancouver EM Program;
- Perceptions about the City's current state to prepare for, respond to, and recover from disasters (both theirs and Vancouver residents) and any suggestions;
- Best emergency management practices that Vancouver should implement or existing practices that should be expanded; and
- The City's relationship with partners in terms of what works well and what improvements and relationship expansions should be considered.

These interviews both corroborated information gleaned from research and document review and clarified initial findings with greater detail. The value of qualitative input cannot be underestimated, as relationships, sensitivities, hesitations, and sentiments surface. Qualitative input is very beneficial for further identifying root causes and fleshing out opportunities for improvement in a dynamic, interactive, information-gathering environment.

Identification and Verification of Prevailing Themes and Key Findings

Prevailing "themes," or topics mentioned by several stakeholders during interviews and which were corroborated or further clarified by document review, resulted in key findings that merit greater examination. EMAP Standards, governing laws/policies, and City planning documents were considered when analyzing how the existence or absence of a key component to the City's EM Program can be leveraged, expanded, or addressed/remediated, respectively.

CURRENT STATE OF KEY PROGRAM AREAS

This section describes the current state of the City's EM Program and is organized around the 12 categories identified in EMAP Standards. While this assessment did not include a formal EMAP assessment, the structure provides a practical industry-accepted framework in which to consider the findings.

1. Program Management, Administration and Finance, and Laws and Authorities
2. Hazard Identification, Risk Assessment, and Consequence Analysis List them
3. Hazard Mitigation
4. Prevention
5. Operational Planning and Procedures
6. Incident Management
7. Resource Management, Mutual Aid, and Logistics
8. Communications and Warning
9. Facilities
10. Training
11. Exercises, Evaluations, and Corrective Action
12. Emergency Public Education and Information

Program Management, Administration and Finance, and Laws and Authorities

Program Management

EMAP Standards require that the jurisdiction has a designated emergency management agency, department, or office established and an individual designated and empowered with the authority to administer the City EM Program. The City of Vancouver meets this requirement through VMC 2.12 and through its relationship with CRESA's Emergency Management Program.

The City and CRESA have a solid working relationship, wherein the Vancouver Police Chief and Fire Chief serve on the Board. Additionally, regular meetings offer the City some situational awareness of the roles and responsibilities of CRESA and the City across the emergency management cycle.

While CRESA offers 911, 311, access to public alert services, and a county-wide Emergency Management Program, its staffing issues and the City's significant growth reveal the imperative opportunity for the City to expand its own emergency planning and operations role. This sentiment was expressed by numerous key stakeholders interviewed. There is an opportunity to further build out the City's existing Emergency Operations Plan and Continuity of Operations Plan/Continuity of Government Plan to better build capabilities, define roles and responsibilities, and ensure essential redundancies.

The COVID-19 pandemic made evident the strong commitment of each City department to provide services to the community, especially during emergencies. Each department recognized the need for an "all-hands-on-deck" response effort for a prolonged period. This community-minded spirit is reflected in all the positive attributes of the existing EM Program observed in this current state analysis.

However, the City's EM Program currently consists of just one full-time EM position. First responders (Police, Fire, EMS), other City departments, and CRESA assume a wide variety of emergency management functions. Still, there is a significant opportunity for these efforts to be better coordinated by the EM Program. There are numerous laudable efforts made by many departments across the emergency management cycle; however, these efforts are largely siloed. The absence of a designated City EM Steering Committee or Working Group that is guided by a multi-year Strategic Emergency Management Plan — a mission-focused, collaboratively developed navigational blueprint — results in unnecessary duplication of effort, inefficient resource allocation, and splintered actions that impede full situational awareness and resilience. Additionally, full build-out, update/maintenance, and alignment of a City Continuity of Operations/Continuity of Government (COOP/COG) Plan and an update of the EOP should be part of EM Program management as set forth in a Strategic Emergency Management Plan.

Administration and Finance

Currently, the City is largely compliant with EMAP Standards and other best practices for Administration and Finance, as procedures, procurement, and “blue sky” procurement practices exist. However, fine-tuning and greater bench strength would facilitate EM Program planning, budgeting, requisitions, and reporting. The general duties of the EM Manager and executive are to oversee the preparation, implementation, and periodic reviews and updates of the City's EM Program administration, as required by law. In keeping with the “more coordination and orchestration are needed” theme expressed by numerous key stakeholders interviewed, incorporating an Administration and Finance Annex to the City's EOP would improve this further. While the City has an adopted 2023 Budget Book that evidences an EM budget funded from local sources, that budget has been considerably reduced, as City administration funds “existing” elements rather than new or expanded EM Program components needed for robust whole community resilience.

EMAP Standards specify that staff members have the knowledge and ability to implement federal grant and reporting requirements. There are several federal and state grant-funded opportunities to address EM Program needs and plan maintenance. Some grant management experience exists in the EM Program, and the City Finance Department also has grant management expertise.

Laws and Authorities

The City's laws and authorities recognize emergency management-guiding federal, state, and local statutes, and there is a clear legal authority established for the City's EM Program that defines emergency powers, authorities, and responsibilities of EM Program leaders. These statutes and regulations should be reviewed on a regular basis and updated as necessary.

Hazard Identification, Risk Assessment, and Consequence Analysis

Currently, CRESA leads the development of the Clark Regional Natural Hazard Mitigation Plan, which comprehensively identifies the natural hazards that potentially impact the region, using multiple sources to assess the risk and vulnerability of people, property, the environment, and its own operations from these hazards. The City of Vancouver participates in that regional planning process, and also contributes a City-specific “Planning Partner Annex” that further details the City's unique capabilities, hazards, vulnerabilities, and initiatives. As the inclusion of human-caused hazards is not required by FEMA's Local Mitigation Planning Policy Guide, CRESA's Mitigation Plan Steering Committee and the City of Vancouver EM Program made a decision to focus only on natural hazards. These plans are in full compliance of FEMA requirements, though in future mitigation planning efforts, the City may consider exploring human-caused threats and vulnerabilities.

Hazard Mitigation

Projects resulting from the Clark NHMP are jurisdiction-specific; however, there are County-owned infrastructure-related issues in Vancouver to be addressed by the County, not the City. In the City's Annex to the Clark NHMP, projects are not prioritized because they are independently implemented. Most projects are funded through individual City departments (e.g., public works grants, fire grants, levies limited to disciplines).

Prevention

The City has an opportunity to enhance its prevention efforts. Lacking is overarching prevention coordination among City departments and actions without specific ties to identified hazards. Further, CRESA references risk, threats, prevention, and monitoring several times, but almost exclusively from a public health perspective.

Continuity Planning and Procedures

The City's EM Program has begun continuity planning and developing COOP/COG procedures. Similar to many local jurisdictions, the City's COOP/COG are co-mingled; the City's latest version is 2012 and requires a significant update. Currently, the City has department-level COOPs which are not coordinated and risk conflict and confusion, especially during response periods. While there reportedly is a departmental COOP planning guide and a designated City COOP Response Team and Working Group, it is unclear that they meet regularly to coordinate or to exercise these plans in a cohesive way.

Operational Planning and Procedures

Both CRESA and the City of Vancouver have operational planning responsibilities. CRESA maintains the Comprehensive Emergency Management Plan (CEMP) for the Joint Emergency Management Program, and the City of Vancouver maintains the City EOP.

While these plans are generally well-coordinated, due to limited budget and staffing, CRESA has moved to generalizing its documents and processes, lacking some of the detail often needed for actionable response. Additionally, CRESA has a reversed severity/activation scheme from that followed by FEMA and the State of Washington; CRESA considers Level 1 activation to be for a "low threat." In contrast, FEMA and the State consider Level 1 a "Full EOC Activation." This could cause confusion in a widespread, multi-regional event, such as a Cascadia earthquake.

Related to the City's operational plans and procedures, the EMAP standard and other EM planning best practices require that an EM Program develop an EOP and a Recovery Plan through a formal planning process involving stakeholders. While the City has an EOP and signifies that stakeholders had an opportunity for input, there is no reference to a "formal" planning process. Rather, stakeholders are asked to advise the City's Emergency Manager of suggested changes that may improve or increase the EOP's usefulness. Related to recovery planning, the City participated in and leverages the Portland Region Disaster Planning Organization's (RDPO¹¹) [*Regional Recovery Framework*](#) (used to guide recovery

¹¹ The RDPO is a partnership of government agencies, non-governmental organizations, and private-sector stakeholders in the Portland Metropolitan Region that collaborate to increase the region's resilience to disasters. The region spans Clackamas, Columbia, Multnomah, and Washington counties in Oregon and Clark County in Washington.

planning), but no specific City Recovery Plan exists to establish short- and long-term recovery priorities. Recovery functions, however, are mentioned in a cursory fashion in the City's EOP.

Additionally, while the City's EOP largely identifies capabilities areas, there is not a defined training and exercise schedule to coordinate both internal and external efforts or to support new capabilities, including those that would involve volunteers and other stakeholders.

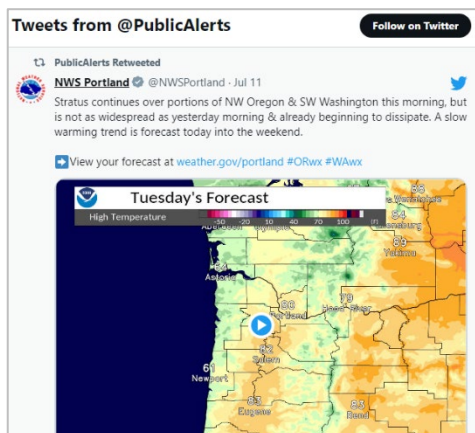
Incident Management

EMAP requires that the EM Program identify personnel to fill specific incident management system roles. While the City's EM Program has identified personnel in the past, the Organization Chart is outdated and needs an update. The EM Program should also focus on training these EOC personnel and including EOC position action checklists/job action sheets.

Resource Management, Mutual Aid, and Logistics

Specifically, per EMAP Standards, the EM Program should include a Resource Management Plan for its identified hazards and address resource management systems, donations and volunteer management, and a gap analysis. To that end, the City does not currently have a logistics process/procedures/plan for receiving, managing, and distributing resources. During COVID, a procurement officer ordered some supplies and issued guidelines on how to request resources, but departments reportedly managed asset acquisition fairly independently. The current City EM budget does not appear to be sufficient to address these gaps, though this report makes some recommendations for closing this gap.

Communications and Warning



The City participates in the region's Public Alert & Warning system; encouraging the public to sign up for alerts voluntarily is just one way the new communications system/outreach can be further leveraged to increase engagement and awareness.

However, confusion arises as to when the Fire, Police, Public Works, and Emergency Management Departments should request public notification. CRESA uses several alerting methods to warn the public of potential hazards and dangerous situations in Clark County and acknowledges that no single notification system will work in every circumstance. This is key to encouraging the public to be aware of and participate in multiple notification systems. Some warning systems require pre-

registration (e.g., the Portland Metropolitan Area [Public Alerts](#) Notification Program, which provides regional news and Twitter feeds in real-time) and a properly outfitted smartphone (e.g., Wireless Emergency Alerts/WEA). In contrast, others simply require awareness of and attention to loud alerting signals broadcast on the radio or television (e.g., weather alerts from the National Oceanic and Atmospheric Administration/NOAA).

While several individual pieces of a Crisis Communications Plan exist, they are disparate and not strategically packaged. There is a distinct need to build a critical information package covering all incident types to ensure the City Manager, Mayor, and other senior leadership are notified immediately of an incident. Additionally, the current absence of both a Public Warning Annex to the City EOP that documents

communications related to the City's identified hazards, and a broad-based Public Warning Working Group of stakeholders (e.g., media, non-profits, schools, the general public, first responders, CRESA, Volcanic Observatory), limit the City's alignment with EMAP communications and warning criteria.

Facilities

There is an EMAP Standard that requires that the EM Program has a primary and alternate facility capable of coordinating and supporting sustained response and recovery operations consistent with identified hazards. Currently, City Hall is the designated EOC for the City, but no secondary facility is formally identified. The City's Public Works Operations Campus, currently in the design phase, is anticipated to be completed in 2027 and includes space for a permanent City EOC.

Training

Based on the Interlocal Agreement, CRESA has a responsibility to provide training and exercise services as part of its EM services. Due to staffing and budgetary challenges, training and exercise services have been extremely limited in recent years. However, CRESA is onboarding a new training and exercise coordinator who will focus on this capability.

The City does not currently have a formal EM training program, though it plans to coordinate closely with CRESA as its training and exercise program/services are reinvigorated. Today, the City does not perform any regular training needs assessment or annual training and exercises among departments, volunteers, stakeholders, key public officials, or anyone who may function in the EOC. Some training has occurred, but it is not regularly tracked. Staff does not currently participate in training that includes the *National Incident Management System (NIMS) Implementation Plan*, the FEMA-recommended professional development courses, or any type of incident-specific scenario training (e.g., active attacker, heat domes, infectious disease). Further detail and recommendations for the City's training and exercise program are provided in Strategic Priority 4 below.

The *2024-2026 Washington State Integrated Preparedness Plan (IPP)* for 2024-2026 does not have any training or exercises identified for the City of Vancouver. (Note: the IPP is the product of the following four planning process phases: [1] Capability Assessments; [2] stakeholder prioritization of Core Capabilities and Planning, Organizing, Equipping, Training and Exercise (POETE) elements; [3] conduct of the annual Integrated Preparedness Planning Workshop (IPPW); and [4] implementation of the IPP.) The City plans to participate in IPP once this assessment is complete.

Exercises, Evaluations, and Corrective Action

There are two areas where the City requires attention. Currently, the City's EM Program does not have an exercise, evaluation, and corrective action plan based on its identified hazards. Therein, the EM Program should evaluate personnel, plans, procedures, equipment, and facilities through a variety of initiatives, which can include the following: periodic reviews, testing, post-incident reports, lessons learned, performance evaluations, exercises, and real-world events. Products of these evaluations should be documented and disseminated within the EM Program, including to stakeholders/partners.

Prior to COVID-19, the City EM Program did conduct a functional exercise with the EOC. An After-Action Report/Improvement Plan was created for this exercise; reportedly, the greatest lesson learned was that the EOC was not properly outfitted, and staff were not properly prepared. No City-level AAR/IP was completed following the COVID-19 response.

Emergency Public Education and Information

EMAP requires that the EM Program has a plan for crisis communications, public information, and education functions. Such a plan must be designed to inform and educate the public through various media about identified hazards and threats to public health and safety, including response to public inquiries and rumors. However, the City's EOP Annex B: Public Information includes a process for managing rumors and coordinating social media during an emergency, but lacks clear definition. This has reportedly resulted in confusion relative to early public warnings/notifications. Currently, there is no clearly designated location for data sources; for instance, Annex B talks about using universal emojis for people with Limited English Proficiency on social media, but does not provide the source or location of such resources.

Additionally, Annex B is lacking in preparedness education, overall rumor management, handling of public inquiries, and a dynamic list of active public information officers (PIOs) by agency/entity tied to the hazards being addressed by the EM Program. Regarding PIO/messaging coordination, Annex B does not speak to how PIOs can participate in the CRESA Joint Information Center (JIC). Inconsistent CRESA staffing issues for the public information role complicate this further. There is a measure of City participation in the RDPO PIO efforts, but there are no indications this is done with regularity and consistency, where a City-based Public Information Working Group could lead instead. While CRESA and the RDPO have gained real-world experience due to recent wildfires and COVID-19, the City is currently lacking in these capabilities.

STRATEGIC PRIORITIES AND RECOMMENDATIONS

Overarching Guiding Recommendation

Develop a multi-year Emergency Management (EM) Program Strategic Plan with input from City departments and stakeholders.

Leveraging an EM Steering Committee or Working Group (see 2.2 below), the City should develop a multi-year Strategic Plan specific to the EM Program, to include a vision and mission; goals, objectives, and milestones; current and future resource requirements and gaps; an implementation plan; and a maintenance process. This assessment and the associated seven strategic priorities below can serve as a foundation for the EM Program's strategic planning process, which can help prioritize and adequately resource initiatives, as well as track progress.

1. Build the capacity of the City's Emergency Management Program

1.1 Leverage the City's commitment to "allocate funding to programs and initiatives that respond to emergencies and meet the needs of the future"¹² by developing budget requests to appropriately fund and staff the EM Program.

The City's Strategic Plan and its Climate Action Framework both demonstrate a clear recognition of the importance of EM initiatives; however, the EM Program is not currently resourced to lead and implement these efforts. Specific budget requests, linked to these two guiding documents, can help enhance the City's EM Program and accomplish the City's laudable goals related to community resilience. In particular, the City should consider budget requests for additional staffing and the following specific initiatives:

- Updates of key City plans, including the EOP and the NHMP, and enhancements of community resilience building efforts (*Strategic Plan, Safe and Preparedness Community Focus Area*)
- Community Disaster Preparedness Program (*Climate Action Framework, SPC.PM.3*)
- Community Building Assessments (*Climate Action Framework, SPC.PM.4*)

The City's Human Resources (HR) department should conduct a review of EM Program staffing in light of this assessment and the increased responsibilities of the EM Program outlined in the City's Strategic Plan and Climate Action Framework.

1.2 Consider establishing a Resilience and Recovery Coordinator position to integrate EM's preparedness, mitigation, outreach, and recovery activities with other City resiliency plans and programs.

Related to the above, current staffing levels make it difficult for the EM Program to focus on emergency preparedness, training and exercise, and response operations (e.g., EOC management) in addition to more future-looking mitigation and resilience-building efforts. Reflecting City priorities, a Resilience Coordinator position within the EM Program could be considered to manage and coordinate the City's resilience, mitigation, and recovery efforts (see recommendation 2.8 below). This is especially important as shocks and stressors to cities like Vancouver continue to evolve.

¹² City of Vancouver *Strategic Plan 2023-2029*

1.3 Better leverage CRESA's "technical assistance" services and expertise to advance key planning priorities.

CRESA offers planning expertise and can provide templates, resources, training, and guidance to support the City's emergency planning. While the City itself must lead these planning efforts, coordination with CRESA will prove valuable in understanding available resources and lessons learned from other planning across the County.

1.4 Leverage partner departments' staff and expertise by establishing formal EM Program primary points of contact in key departments.

By formally establishing primary (and secondary or backup) points of contact within partner City departments, the EM Program can realize efficiencies in the necessary day-to-day (e.g., planning, preparedness, training, and exercise) and emergency response coordination required for a comprehensive, City-wide EM Program. These points of contact can serve as a conduit of information and assistance between the EM Program and those other City departments with roles in emergency preparedness, mitigation, response, and recovery. To start, the EM Program can work with the following key departments to establish these formal points of contact and expand to other departments as necessary and as resources allow:

- Vancouver Police Department
- Vancouver Fire Department
- Public Works
- Communications
- Parks, Recreation, and Cultural Services

1.5 Advocate for DHS and FEMA grant funding and explore other grant opportunities.

FEMA provides emergency preparedness funding to Washington state for tribal, state, and local governments to sustain and enhance the capacity of emergency practitioners to prevent, mitigate, respond to, and recover from all-hazard or terrorist events. These grants include:

- Emergency Management Performance Grant (EMPG)
- Homeland Security Grant Program (HSGP)
 - State Homeland Security Program (SHSP)
 - Urban Areas Security Initiative (UASI)
 - Operation Stonegarden (OPSG)
- Nonprofit Security Grant Program

CRESA, as the county's Comprehensive Emergency Management Program, receives the annual EMPG allocation and uses it for its own staffing and services. The City of Vancouver should ensure that its needs and priorities are reflected in CRESA's plans for leveraging the EMPG. Similarly, as members of the RDPO (which administers the UASI grant) and Washington State Homeland Security Region 4, the City should continue to advocate that its own local priorities are reflected in grant-funded regional projects. Overall, in coordination with the State of Washington EMD, CRESA, and RDPO, the City should develop or document its approach to participation in grant-related project identification, prioritization, and implementation.



Helpful Resource

[List of Federal Financial Assistance Programs Funding Emergency Communications](#)

While not currently accepting additional grant applications, other grant opportunities worthy of tracking and exploration include:

- DHS/FEMA Emergency Operations Center Grant Program
- DHS/FEMA Building Resilient Infrastructure and Communities (BRIC) Grant Program
- DHS/FEMA Fire Prevention and Safety (FP&S) Grants

1.6 Understand emergency management implications of and begin planning for significant population growth over the next 10 years from migration and annexation.

As discussed above, the City is experiencing significant population growth, which is expected to continue with future annexation plans. This population growth will undoubtedly necessitate the provision of additional City services. Other departments are currently assessing how anticipated future growth will impact their services to the community, from Public Safety to solid waste management to recreational services and beyond. The EM Program should conduct a similar analysis of how the Program must grow to meet the needs of the growing City. As part of the EM Strategic Planning process, the EM Program should identify current resource needs as well as those needed to keep pace with the City's growth scenarios over the next 10 years.

1.7 In the short term, leverage other available services to help address immediate planning, training, and exercise gaps.

While some recommendations provided herein are focused on longer-term considerations and actions for the EM Program, others are designed to help fill critical gaps immediately. However, the EM Program does not have the staffing or resources to alone accomplish these initiatives. In the short term, the EM Program should consider other available services and resources to address the immediate planning, training, and exercise gaps outlined in this report. As the EM Program considers an implementation plan to close these gaps, it is recommended to consider the following potential sources and services:

- State of Washington EMD
- Portland RDPO
- CRESA
- CERT and other volunteer programs
- Private sector/contractors

2. Build awareness of and confidence in the City Emergency Management Program among City Departments.

2.1 Engage with all City departments with EM responsibilities to discuss and update, as necessary, departmental expectations, roles, and responsibilities.

With such a significant number of new City leadership and staff, there is an opportunity to re-engage all City departments to 1) understand and document EM-related activities departments have undertaken and any gaps, and 2) discuss department-level responsibilities for emergency planning, preparedness activities, mitigation, response (including EOC responsibilities), and recovery. These conversations can inform the development of the EM Strategic Plan and the necessary update to the City's EOP.

2.2 Establish an EM Steering Committee of stakeholders to gather ongoing, regular input into the EM Program.

This committee should be tasked with reviewing plans, policies, procedures, and training and exercise opportunities; identifying opportunities for cross-departmental coordination and collaboration; and evaluating progress against the to-be-developed EM Program's Strategic Plan and citywide priorities. In the short term, it is recommended that the committee start small and include internal, City department stakeholders and CRESA, and eventually expand to include key community members and groups.

2.3 With Human Resources, explore the feasibility of including EM and EOC responsibilities and expectations in applicable job descriptions citywide.

City stakeholders reported being unfamiliar with expectations for themselves and their staff in an emergency, including an activation of the EOC. Recognizing that there may be labor union and collective bargaining implications, it is recommended that the EM Program work with Human Resources to understand how to include these responsibilities in appropriate job descriptions. Additionally, the City may advocate for State-level policy changes to establish a statewide program similar to the State of California's Disaster Service Worker (DSW) program, which requires all civil servants to fulfill emergency disaster service assignments.

2.4 Establish a defined, transparent process for continuous EM Program evaluation and improvement.

This should include gathering stakeholder input after every EOC activation or exercise, evaluating the EM Program's performance, hosting After-Action Meetings, identifying necessary improvements, developing After-Action Reports, and prioritizing and tracking corrective action implementation.



Helpful Resource

[Washington State Emergency Management Council](#)

[San Francisco Disaster Council](#)



Helpful Resources

[State of Washington Emergency Worker Program](#)

[County of Santa Clara Disaster Service Workers Policy](#)

2.5 Host a citywide workshop to "reintroduce" the EM Program to other City departments.

After departments' roles and responsibilities are reviewed and defined, and the necessary EOP update is complete, the EM Program should host a workshop to discuss its responsibilities and capabilities and how it directs coordination and cooperation between departments to carry out the EOP per City Code.

2.6 Further define the roles and responsibilities of the City Council and elected officials during declared emergencies.

In coordination with the Legal Department, the EM Program should review the responsibilities of elected officials during declared emergencies. This task can occur in tandem with the Communications Department's work outlining the City Council's public information and strategic communications responsibilities/expectations during emergencies. The EM Program should ensure the EOP is updated to reflect any clarified communications or operational responsibilities for elected officials.

2.7 Develop and share city-wide active attacker preparedness and response procedures.

City stakeholders reported being unfamiliar with how the City is preparing for and would respond to and recover from an active attacker (e.g., shooter) incident on City property. A number of stakeholders pointed to the well-defined and regularly used Inclement Weather Policy as a best practice for clear planning and understanding of decision-making protocols, as well as roles and responsibilities; this can be used as a model for active attacker planning. By coordinating the significant number of City departments that would have duties in active attacker planning, response, and recovery and working alongside VPD, the EM Program can use this opportunity to position itself as the go-to coordinating entity for these complex, multi-departmental incidents and build confidence among City staff both in the EM Program and the City's preparedness for an active attacker event.

 **Helpful Resource**
[*FBI Active Shooter Safety Resources*](#)

2.8 Develop project plans for activities assigned to the EM Program in the Climate Action Framework.

The EM Program plays a lead role in a number of the City's climate action goals and associated plans, specifically in the development of Climate Risk Assessment and Adaptation Plan, Community Safety Hubs, and Health, and Emergency Services Reserve Funding. Beginning the project planning process for these initiatives, and involving partner department stakeholders, can provide an opportunity to highlight the EM Program's leadership and build trust and confidence in the Program's ability to lead initiatives outside of disaster response.

2.9 Consider re-designating the EM Program as the "Office of Emergency Management" under the General Services Department.

Establishing the EM Program as the "Office of Emergency Management (OEM)" can provide legitimacy and help establish the EM Program as the "lead agency" for its important coordination responsibilities.

2.10 Consider developing a formal Duty Officer program.

Prior to the COVID-19 pandemic, the City started up a Crisis Action Team, which included a system for key departmental leaders to be "on call" to liaise with the City Manager's Office if an emergency occurred during off hours. While the Crisis Action Team concept is no longer used, City stakeholders expressed that there was value in the formal "on call" program. The EM Program should consider reestablishing an "on-call" or "duty officer" program with key City departments.

3. Improve the Emergency Operations Center's (EOC's) operational readiness.

3.1 Establish and/or formalize primary and secondary EOC locations and develop procedures for virtual EOC activation and operation.

A number of facilities at the City have been identified as potential EOC locations, and City stakeholders reported being unclear as to where they would report in an activation. The City's EOP lists City Hall as the primary EOC, and it is understood that in the future, the new Public Works Operations Center will house the EOC. However, in the interim, it is recommended that the City reassess and formally establish primary and secondary EOC locations, while considering a facility's:

- Vulnerability
- Traffic flow, congestion, and parking
- Accessibility
- Utilities and communication
- Security
- Scalability and breakout space

Additionally, dedicated planning for virtual EOC activation is critical as many of the hazards identified through City and CRESA planning efforts would inherently make a full, in-person EOC activation very difficult, especially in the initial hours of a response (e.g., bridge collapse). By undergoing a comprehensive virtual EOC planning process, the EM Program can ensure that critical EM operations, like emergency declaration, can be accomplished virtually.

3.2 Update the EOC Organization Chart and associated "A Team" and "B Team" rosters to reflect changes in City staffing and organization.

Significant turnover in City staff over the past three years has rendered the current EOC Organization Chart and rosters obsolete. It is recommended that the EM Program work with partner City departments to identify at least two people to serve in key EOC positions and update the EOC Organization Chart and rosters accordingly. Understanding necessary skillsets for successfully filling these EOC roles will be useful, and the *Helpful Resource* provided here can assist. Finally, as the EM Program is working with partner departments to fill these roles, it should also establish a process to keep the rosters up to date as retirements, promotions, and other turnover continue.



Helpful Resources

[*FEMA EOC How-To Quick Reference Guide, Virtual Considerations*](#)

[*Virtual EOC Lessons Learned*](#)



Helpful Resource

[*Emergency Operations Center Skillsets User Guide*](#)

3.3 Provide baseline-required NIMS/ICS training to EOC staff.

Following the identification of City staff to fill critical EOC roles, the EM Program should develop an approach to ensure EOC staff have baseline training in NIMS, the Incident Command System (ICS), and EOC operations. The image to the right presents FEMA recommendations for EOC personnel training given the type of role being fulfilled. Additionally, the City may wish to provide position-specific training to key EOC personnel (e.g., G-611: EOC Section/Position

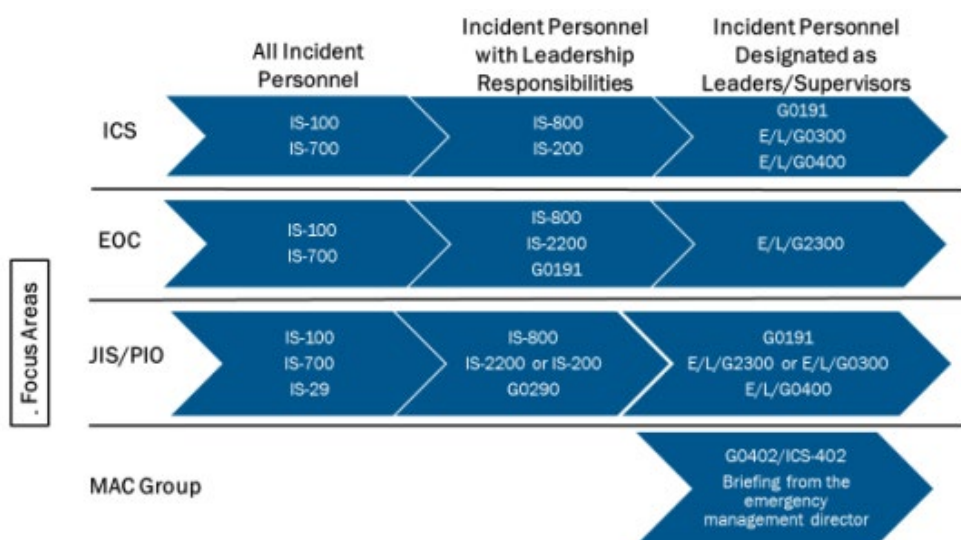


Image courtesy of FEMA, National Incident Management System Training Program

Specific Training for each of the five EOC sections). Lastly, in developing this training approach, the EM Program should also determine a mechanism for tracking EOC staff training accomplishments and gaps.

3.4 Determine an Information Management System (IMS) for the EOC.

A dedicated IMS for the EOC can be used to house and share plans, procedures, checklists, document templates, etc., and can be accessed in the physical EOC and virtually. This centralized location for important resources becomes even more critical in virtual EOC operations. The City may consider using WebEOC as this IMS, or may choose to leverage its successes using Microsoft Teams and Microsoft SharePoint.

3.6 Develop an EOC Operations Guide.

The EM Program has a number of helpful resources to guide EOC operations, but not all EOC personnel are aware they exist or how to access them. The EM Program should pull together these resources, update them as necessary, and add additional resources to fill major gaps in a new EOC Operations Guide. The EOC Operations Guide should include:

- Procedures on how incident information is gathered, synthesized, and shared between City departments and with external partners to improve the EOC's ability to gain and maintain situational awareness, and effectively share information.
- A formalized EOC action planning process, leveraging the "Planning P" concept. The existing EOC Action Plan Guidance (1.16.2020) and associated templates and tools serve as a useful foundation.
- Fillable templates for key EOC products, including Situation Reports and EOC Action Plans.
- EOC Position Checklists for every position depicted on the EOC Organization Chart. The existing EOC Director Position Checklist (10.30.2019) is a great example of a helpful position checklist and can be used as a template.

3.6 Leverage City GIS expertise to map Critical Infrastructure, providing a foundation for event-specific mapping and database support.

The EM Program should continue and expand its work with the City's GIS personnel. Developing maps of critical infrastructure and key resources (CIKR) around the City can help support situational awareness in an emergency. Additionally, solid GIS information and mapping will help the EM Program successfully accomplish actions from the Climate Action Framework, including identifying the best locations for Community Safety Hubs given hazards, threats, and vulnerabilities. Lastly, City staff expressed an interest in maps of City employee home locations to assist in decision-making if a disaster impacts the ability for staff to commute to the City (e.g., a bridge collapse).

3.7 Establish back-up communications plans for EOC operations in power or communications failures.

Some of the threats and hazards facing the City may result in power or communications outages that could impact the EM Program's ability to successfully coordinate a response and recovery. Specifically, the EM Program should develop plans or procedures for EOC activation and notification and for the disaster declaration process in the face of limited or non-existent communications methods. In developing these plans and procedures, the EM Program should consider the role of amateur radio operators as well as existing back-up communications tools (e.g., satellite phones, Government Emergency Telecommunications Service [GETS], Wireless Priority Service [WPS]), and mobile deployable assets that may be available from City cellular service providers.

3.8 Continue coordination with Public Works to plan for the new EOC at the Public Works Operations Center.

As the planning for and construction of the Public Works Operations Center advances, the EM Program should continue its coordination with Public Works to ensure requirements for a state-of-the-art EOC are incorporated into the design. Specifically, at this stage of planning, the EM Program should consider unique information technology requirements, video walls and display boards, breakout rooms for EOC sections and key meetings, and any unique requirements for the Joint Information Center.

4. Develop a comprehensive citywide Training and Exercise Program

4.1 Undergo a comprehensive Integrated Preparedness Planning process with City stakeholders to identify and document training and exercise priorities and EM-related trainings needed or conducted by other departments.

While VPD and VFD regularly train, drill, and exercise, City and regional stakeholders identified the lack of a coordinated, citywide training and exercise program as the most significant gap in the EM Program. The EM Program should begin the Integrated Preparedness Planning (IPP) process alongside CRESA and other City departments. This will include gathering training and exercise priorities from stakeholders, as well as understanding what emergency-related training other departments are already conducting (e.g., building inspection training in Community Development, crisis communications training in the Communications Department).

In this process, the EM Program should coordinate with CRESA, RDPO, and Washington EMD to understand opportunities for City staff to participate in existing training and exercise offerings, as well as creative ways to bring training courses to the City. The end result of this process should be a citywide Training and Exercise calendar.

To accomplish this recommendation, the City should consider requesting the [LSU Readiness: Training Identification and Preparedness Planning \(MGT-418\)](#) course from the State of Washington EMD.

4.2 Conduct active attacker preparedness and response training for all City employees in coordination with VPD, Human Resources, and Risk Management.

City stakeholders identified active attacker preparedness and response training as the most immediate need for employees. Along with its partners at VPD, Human Resources, and Risk Management, the EM Program should develop a plan for offering this important training for City staff.

4.3 Incorporate other priority scenarios in training and exercise planning.

In addition to active attacker, City and regional stakeholders identified a number of other emergency scenarios that should be considered in upcoming training and exercise planning. These scenarios include:

- Prolonged extreme weather (hot or cold)
- Air quality issues (smoke, particulate matter)
- Hazardous materials (HazMat) incident resulting from train derailment
- Bridge collapse
- Cascadia earthquake
- Columbia River dam break and associated flooding
- Airplane crash in City
- Cybersecurity incident (e.g., ransomware)

4.4 Design and conduct a City leadership tabletop exercise (TTX) to discuss and validate roles and responsibilities, including City Manager, Deputy City Managers, Council, Mayor and other elected officials

After roles, responsibilities, and public information expectations for elected officials are developed, the EM Program should lead the development and conduct of a TTX for City leadership.



Helpful Resource

[*Homeland Security Exercise and Evaluation Program \(HSEEP\)*](#)

4.5 Conduct a Virtual EOC Functional Exercise to test new plans, policies, and procedures.

After virtual EOC plans are developed, the EM Program should hold a functional exercise to provide EOC staff with a hands-on opportunity to practice and test these new procedures.

5. Collaborate to build Whole Community relationships and partnerships.

“Whole Community” is framework that outlines the need for increased individual preparedness and more widespread community engagement (e.g., among residents, emergency management, community leaders, the private sector, and government officials) to enhance the overall resiliency and security of communities.

FEMA’s Whole Community approach is grounded in three principals (P) and six strategic themes (SP).

P1. Understand and meet the actual needs of the whole community.

P2. Engage and empower all parts of the community.

P3. Strengthen what works well in communities on a daily basis.

ST1. Understand community complexity.

ST2. Recognize community capabilities and needs.

ST3. Foster relationships with community leaders.

ST4. Build and maintain partnerships.

ST5. Empower local action.

ST6. Leverage and strengthen social infrastructure, networks, and assets.

Recommendations supporting strategic priority 5 are grounded in this concept.

5.1 Finalize and implement the strategic Disaster Preparedness Community Engagement Plan.

City staff are developing a Disaster Preparedness Community Engagement Plan, which can outline how the City will work hand-in-hand with the community to increase resilience. As this plan is finalized and implemented, the City should:

- Ensure this Plan accounts for unique needs and disproportionate disaster impacts for communities of color, religious minorities, people with disabilities, LGBTQIA+ communities, and other traditionally underserved populations. (*See Strategic Plan, Core Value*)
- Establish a citywide Disaster Preparedness Outreach Working Group to leverage other City departments' established outreach programs for information on community risks, individual and family preparedness, and protective actions.
- Leverage the well-developed Neighborhood Association Program to expand its disaster preparedness outreach efforts.

5.3 Provide quarterly disaster preparedness training opportunities for community partners.

The City’s Strategic Plan calls upon the EM Program to lead the development and execution of quarterly disaster preparedness training opportunities for community partners (SPC.PM. 3). The EM Program should begin planning for leading the charge on this activity, and should ensure these community preparedness trainings are integrated into the IPP (see 4.1). Importantly, public information and outreach around the types of hazards facing the Vancouver community will be an important component of this training program.



Helpful Resource

[Neighborhood Empowerment Network](#)

5.3 Supplement existing community survey(s) to understand how residents feel about the community's preparedness for a disaster, i.e., individual, family, neighborhood preparedness.

A key performance metric included in the City's Strategic Plan is understanding the community's perception of individual, family, neighborhood, and City preparedness for disaster. The EM Program should work with partner departments (e.g., Communications) to include relevant disaster preparedness questions in existing community surveys. Additionally, the City may wish to consider including questions on public confidence in the City to effectively manage disasters, a best practice identified in the EMAP standard.

5.4 Identify and establish or review agreements with local volunteer and community organizations that play a role in disaster preparedness, response, and/or recovery.

5.5 Further engage with CRESA's Community Organizations Active in Disaster (COAD) and volunteer programs.

Some City departments have well-established volunteer programs that could be leveraged in a disaster. Additionally, CRESA manages volunteer programs and will soon be staffed with a part-time, paid volunteer coordinator. The EM Program should coordinate and formalize disaster-related volunteer programs.

5.6 Establish or participate in a Private Sector Working Group with representation from privately owned critical infrastructure and key employers, along with appropriate City departments, to identify areas to integrate the private sector into preparedness, response, and recovery.

The EM Program has discussed a Business Emergency Response Team (BERT) concept in the past, and both the City and CRESA recognize the importance of engaging the private sector in disaster preparedness, mitigation, response, and recovery efforts. The EM Program and CRESA should together develop a plan to engage the private sector through a Private Sector Working Group or other similar approach.

6. Enhance emergency planning to further build resilience.

6.1 Create a workplan for updating, developing, and promulgating City emergency plans, and include it in the EM Program Strategic Plan.

As part of the EM Program Strategic Plan, the EM Program should create a workplan and associated schedule for developing, updating, and promulgating City emergency plans. This section provides recommendations on the types of plans that should be reviewed and updated or developed, and can serve as a guide for the workplan.

6.2 Develop new EM plans: Continuity of Operations Plan/Continuity of Government and Disaster Recovery Plan.

This assessment process led to the identification of two priority planning efforts:

1. Continuity of Operations Plans/Continuity of Government Plans for key City departments and services: COOP/COG planning efforts have begun and some departments already have COOP/COG plans. This planning effort should focus on coordinating and deconflicting departmental COOP/COG plans.
2. Disaster Recovery Plan (DRP): The RDPO Disaster Recovery Framework provides an excellent guide for local recovery planning and will help ensure alignment with other regional efforts. CRESA is also beginning Disaster Recovery Planning efforts, however cities, counties, and the regional will have different responsibilities and differing priorities, so a specific City DRP will be an important next step. The City's DRP should also include planning for cost recovery.

6.3 Update existing EM Plans: Emergency Operations Plan (EOP), Emergency Public Information Annex, Pearson Field Emergency Plan.

The City's EOP should be reviewed and updated every two years; therefore, and based on other recommendations provided here, it is recommended that the EM Program begin a review and update process for the EOP using a comprehensive, collaborative planning process as detailed in Comprehensive Preparedness Guide (CPG) 101 and embracing the "whole community" process. Two other associated plans and/or annexes were also identified as high priority for a review and update:

1. Pearson Field Emergency Plan
2. Emergency Public Information Annex: The focus of this review and update should be on the development of a formal structure or process to coordinate on emergency public information among the City Manager's Office, Communications Department, Lead Agency Public Information Officers, the EM Program, and other stakeholders through a Joint Information Center/Joint Information System approach.

6.4 Develop and/or finalize priority EOP annexes.

Next, this assessment identified four EOP annexes as needing review and updates:

1. Damage Assessment
2. Emergency Shelter Operations
3. Civil Disturbance
4. Emergency Fuel Operations

6.5 Develop additional functional annexes that address complex response and logistical challenges—often across multiple city departments and involving external partners.

As the EM Program considers the development of new functional annexes and/or plans, it is recommended to focus on those areas that present the most complicated response and logistics challenges, and those that involve multiple City departments and external partners. The EM Program should consider beginning planning efforts for five functional areas:

1. Donations and Volunteer Management
2. Evacuation
3. Private Sector Coordination
4. Debris Management
5. Administration and Finance

6.6 Ensure future planning processes embrace “Whole Community” planning principles and includes individuals with access and functional needs as well as other underserved members of the community.

Related to Strategic Priority 5, it is important that the “Whole Community” approach is embraced as the EM Program undergoes any of the above planning processes.

6.9 Incorporate major Climate Action projects into the Natural Hazard Mitigation Plan.

The City’s Climate Action Framework calls for a review and expansion of the Natural Hazard Mitigation Plan (NHMP). During the next update of the NHMP, the EM Program should ensure that current and future climate action projects are integrated into the plan.

6.10 Plan for and execute activities tasked to the EM Program in the Climate Action Framework

The EM Program is tasked with a number of activities in the Climate Action Framework. As outlined in the Framework, the EM Program should begin planning processes for the following:

- Climate Risk Assessment and Adaptation Plan
- Community Safety Hubs
- Health and Emergency Services Reserve Funding Program

7. Better define the City's relationship with CRESA's Emergency Management Program and leverage its capabilities.

7.1 Conduct a joint City/CRESA review of emergency management responsibilities in the Interlocal Agreement (ILA) to clarify the role and responsibilities of CRESA and the City EM Program.

First, the City and CRESA should review the ILA and further detail City vs. CRESA responsibilities in key areas:

- Emergency Operations Center Services: Formalize City EOC/CRESA EOC coordination.
- Emergency Preparedness Public Education
- Public Alert and Warning Services: Co-develop a process diagram that depicts the entire process of an alert from request, origination, delivery, and circle-back.
- Emergency Management Training, Drills and Exercises: As part of the Integrated Preparedness Planning (IPP) process and anticipating the start of a full-time T&E Coordinator (estimated June 2024), develop an Agreement for how the City and CRESA will coordinate to bring needed training and exercise opportunities to the City.
- Emergency Management Planning Coordination: Understand and document how CRESA can support important City emergency planning efforts (e.g., providing technical assistance and templates, requesting and coordinating state or federal support).
- Recovery Planning and Coordination

7.2 Integrate the City's EM support requirements into a 6- to 12-month work/action plan.

Following the review of the ILA and discussions on shared roles and responsibilities, the City EM Program and CRESA should co-develop a 6-to-12-month work/action plan that addresses each area of support under the ILA, accounting for where real capacity limitations exist.

7.3 Continue regular (monthly) meetings between City and CRESA leadership and track status of the 6-to-12-month work/action plan objectives.

Both City and CRESA staff expressed that their regular meetings are very valuable. As such, these should continue and future meetings can be used to track status of the above work/action plan and associated joint objectives.

7.4 The City Manager's Office should conduct a dedicated legal, fiscal, and policy-level assessment of the costs, benefits, and implications associated with potential future changes to the City's relationship with CRESA.

Looking longer term, the City Manager's Office should conduct a comprehensive assessment of the City/CRESA relationship, taking into account legal, fiscal, and policy considerations. This assessment should acknowledge and document trade-offs of any change to the relationship, whether that's an expansion, or contraction. This analysis could also include considerations of strengthening the relationship with CRESA and should explore giving the City of Vancouver, as the most populous member, more voice in CRESA's operations



CITY OF
Vancouver
WASHINGTON

Heights District Update

Patrick Quinton

Amy Zoltie

Economic Prosperity & Housing
February 26, 2024



Agenda

- Infrastructure Design Update
- Request for Proposals (RFP) Overview & Update
- Interim Site Activation Update
- Next Steps





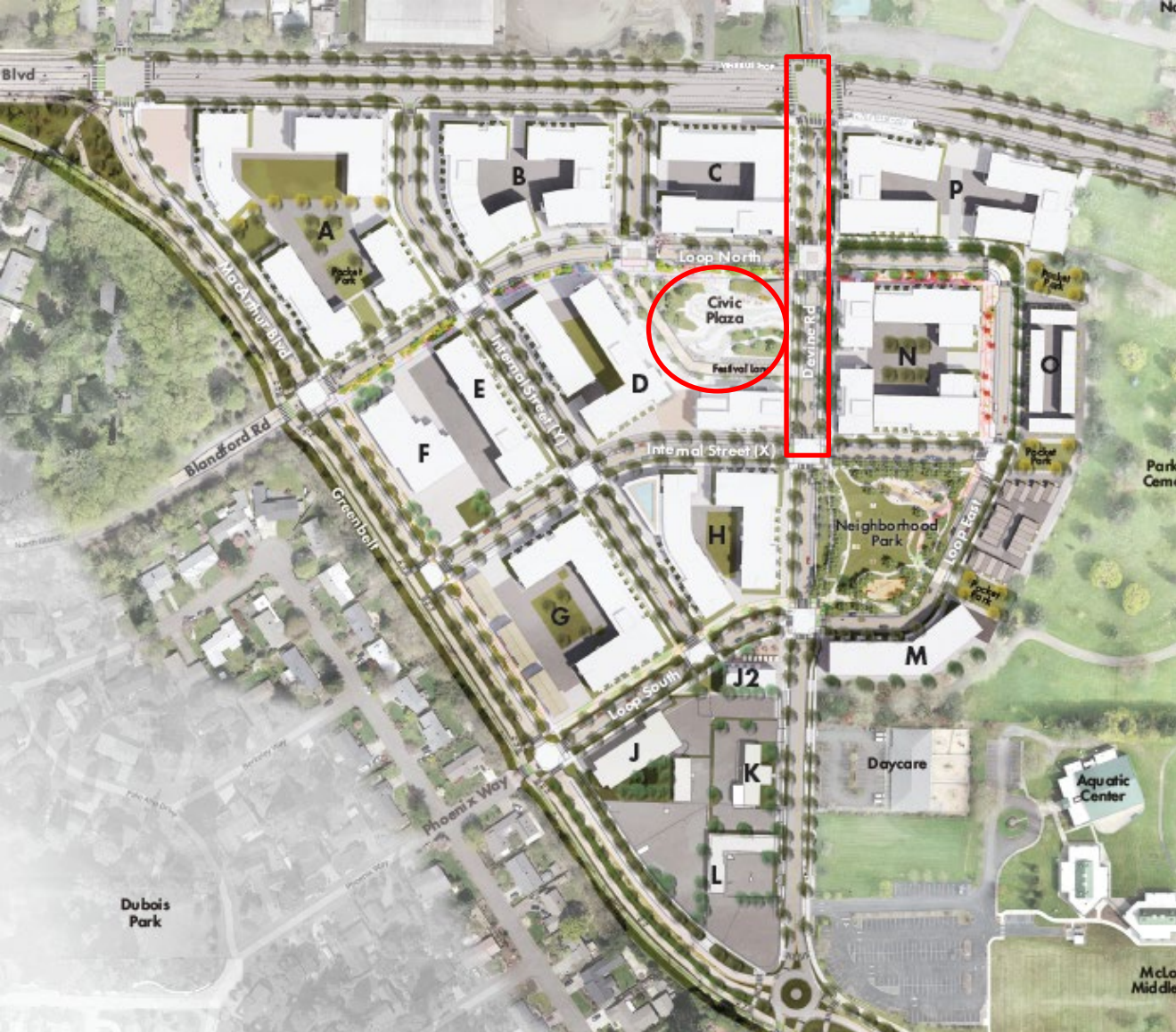
Objectives

- Provide update on District Plan implementation
- Provide update on RFP process and timeline



Infrastructure Design Update





Next Phase Infrastructure Design

- Northern Section Devine Road
- Civic Plaza





RFP Process

- Led by HCIC
- Issue RFP March 2024
- HCIC reviews responses, makes recommendation to Council
- Council approves developers by July 2024
- Executed development agreements by Dec. 2024



HCIC Roster & Role

Name	Organization
Komi Kalevor	Former Executive Director at Washington County Housing Authority
Kurt Snyder	Owner, Garside Florist
Leah Halstead	Asset Manager, Home First Development
Michael Martin-Tellis	Assistant Vice President of Finance, Schnitzer Properties
Patrick Adigweme	Purchasing Manager, Walt's Wholesale Meats, Inc.; Chair, Planning Commission
Sandra Beck	Former architect SEBeck Group; Planning Commissioner
Wil Fuentes	Economic Opportunities Program Manager, Fourth Plain Forward



Developer Qualifications

- **Relevant experience and qualifications**
- Evidence of success in achieving **equitable outcomes** from past projects
- Experience with **public/private partnerships** and mixed-use projects
- Experience working with **diverse and local teams**
- **Financial position** and recent track record for securing financing for similar projects.
- Prior experience with **diverse workforce development initiatives**



Desired Features for All Development Sites

1. Maximize **density**
2. Original **building design** without monolithic form
3. Willingness to work with the city and **readiness to move quickly**
4. Designs that incorporates **subsurface parking**
5. Use of **alternative financing and ownership** models
6. Project teams that demonstrate clear **commitment to equity** through past or current projects and within the organization



Site Specific Priorities

Site	Affordability of Units	Ground Floor Commercial
B	Mixed income	Opportunities for local and small businesses in some or all of the ground floor retail space
C	100% of units designated as affordable	Opportunities for local and small businesses in some or all of the ground floor retail space
P	100% of units designated as affordable is preferred with at least 10% of units, and preferably 20%, designated for those at or below 30% AMI.	Ground floor commercial and/or community space that serves the residents and the community





Fig. 51: Wayfinding elements visualization at Civic Plaza/Devine Road

Evaluation Criteria

1. Density
2. Affordability of Units
3. Project Team Experience
4. Partnerships & Alternative Development Approaches
5. Financial Feasibility
6. Quality of Design



Selection Process Timeline

Date	Action
Week of March 4, 2024	Request for Proposals (RFP) issued
March 18, 2024	Applicant Briefing Session
May 3, 2024	Deadline for RFP Questions
May 17, 2024	RFP Submission Deadline
May 20-31, 2024	HCIC review of proposals
June 3, 2024	Short list of finalists announced
June 10-14, 2024	Interviews with finalists
July 31, 2024	City Council approve development partner(s)
December 15, 2024	Execute development agreements



TMRA Interim Activation



- Art installations installed Q2 2024
- Call to artists for future phases





Next Steps

- Issue RFP March 2024
- Council approve developer selection July 2024
- Infrastructure improvements commence Spring/Summer 2024
- Next phase of infrastructure design kicks off August 2024



Thank You





MEMORANDUM

DATE: February 15, 2024

TO: Mayor and City Council
CC: Eric Holmes, City Manager

FROM: Amy Zoltie, Real Estate Project Manager, Economic Prosperity & Housing

RE: **Heights District Update**

The purpose of this memorandum is to provide an update on the implementation of the Heights District Plan, including an overview of the Request for Proposals (RFP) that will be issued in March 2024 in collaboration with the Heights Community Investment Committee (HCIC). Staff will also present this information in a workshop on February 26th.

Infrastructure Design

The full design of the following roadway projects will be completed by Summer 2024:

1. Mill Plain Blvd./MacArthur Blvd. Intersection (colored in green in the attached map)
2. North and East sections of Grand Loop road (colored in blue and orange respectively in attached map)
3. MacArthur Blvd./Lieser Road intersection (colored in pink in the attached map)

The Mill Plain Blvd./MacArthur Blvd. intersection is projected to start construction in Spring/Summer 2024.

Application for a \$17.5 million investment through the Department of Transportation's Rebuilding American Infrastructure with Sustainability and Equity (RAISE) fund will be submitted to fund the construction of the north and east sections of the Grand Loop. Provided the funds are awarded, construction of the Grand Loop is anticipated to commence Q2 2025.

The next phase of infrastructure design includes the full design of the Civic Plaza and the northern half of Devine Road. Staff will return to City Council for approval of the design contract in Q2 2024.

RFP for Development Sites

The Heights Community Investment Committee (HCIC) was established at the end of last year to lead the redevelopment of the public parcels within the Tower Mall Redevelopment Area. The HCIC comprises Central Vancouver residents, organization representatives and business owners who collectively hold over 50 years of experience in real estate development and financing. The HCIC's role is to oversee the selection of development partners and negotiation of development agreements to ensure the objectives of the Heights Equitable Development Plan are met. The HCIC will review and evaluate the responses to the RFP and make a formal recommendation to City Council on the selected development proposals.

With the support of staff, the HCIC has drafted one RFP for the first three development sites adjacent to Mill Plain Boulevard and Devine Road, known as sites B, C and P as identified on the attached site plan. The RFP is governed by the Heights Equitable Development Plan and identified the desired features for all development sites as well as requirements for each individual site. The RFP will be issued early March 2024.

The RFP will seek proposals from developers or development teams with the following qualifications:

1. Experience and qualifications in the **development and construction of medium to high density urban housing projects** and mixed-use projects, particularly projects of a comparable size and density as proposed for this development site.
2. Evidence of success in achieving **equitable outcomes** and how any lessons learned from past experiences will be incorporated in this project.
3. Experience with **public/private partnerships** and mixed-use projects
4. Experience working with **diverse and local teams**.
5. **Financial position** and recent track record for securing financing for similar projects.
6. Prior experience incorporating **diverse workforce development initiatives** into projects.

Applicants without significant development experience in the areas outlined above, especially those with deep connections to the community, will be encouraged to explore partnerships that collectively meet the above the requirements.

The RFP will emphasize the following desired features for all development proposals:

1. **Maximum density** within the existing zoning code;
2. **Original building design** without monolithic form that is reflective of Vancouver's diverse community;

3. Willingness to work with the city and **readiness to move quickly**. The city seeks to have development agreements with selected developers agreed upon by the end of 2024;
4. Designs that incorporates **subsurface parking** to optimize the pedestrian experience;
5. Use of **alternative financing and ownership models** identified in the Equitable Development Plan; and
6. Project teams that demonstrate clear **commitment to equity** through past or current projects and within the organization.

In addition, the RFP will include the following site-specific priorities:

Site	Affordability of Units	Ground Floor Commercial
B	Mixed income is encouraged.	Providing opportunities for local and small businesses in some or all of the ground floor retail space is encouraged.
C	100% of units designated as affordable is preferred.	Providing opportunities for local and small businesses in some or all of the ground floor retail space is encouraged.
P	100% of units designated as affordable is preferred with at least 10% of units, and preferably 20%, designated for those at or below 30% AMI.	Ground floor commercial and/or community space that serves the residents and the community is encouraged.

RFP Selection Timeline and Process

The selection process will follow the timeline outlined below.

Date	Action
Week of March 4, 2024	Request for Proposals (RFP) issued
March 18, 2024	Applicant Briefing Session
May 3, 2024	Deadline for RFP Questions
May 17, 2024	RFP Deadline
May 20-31, 2024	HCIC review of proposals
June 3, 2024	Short list of finalists announced
June 10-14, 2024	Interviews with finalists
July 31, 2024	City Council approval of development partner(s)
Dec 15, 2024	Execute development agreements

The HCIC will serve as the RFP selection committee and use the following evaluation criteria:

1. **Density.** Projects that maximize the number of bedrooms balanced with affordability, quality design and diversity of unit sizes will be prioritized.
2. **Affordability of units.** The City's priority is to provide housing for very low- and low-income households. Proposals will be measured on the number of units at 30%, 50%, 60% and 80% Area Median Income, length of term of the affordability and developer's commitment to long term affordability.
3. **Project team experience and qualifications.** Proposals with diverse development, construction and property management teams with experience on similar projects with equitable outcomes will be viewed favorably. Submittals will be evaluated based on the strength of the project team's proven ability to deliver high quality developments.
4. **Partnerships and alternative development approaches.** Creative development partnerships addressing gaps in experience, financial capacity or community benefits are encouraged. Additionally, priority will be given to proposals that offer alternative ownership and financing models and can innovatively achieve the Heights District goals.
5. **Financial feasibility.** Proposals will be evaluated on the financial feasibility of the project.
6. **Quality of design.** Proposals that include contextual, quality building design that is complementary to the existing built environment will be viewed favorably.

Proposals will be ranked on a parcel-by-parcel basis. Proposals that include multiple development sites will be scored separately for each site and may be selected for one site only.

TMRA Interim Activation

Staff presented to Council four interim use options to activate the Tower Mall site at a Council workshop on September 18. Those options were 1) pickleball courts; 2) food truck pod; 3) art installations; 4) periodic events. Council requested that staff further investigate all four options. Staff reviewed the requirements, schedule, and budget of all options and estimated that if all options were to be pursued, the total one-time required investment would be \$900,000. Given this significant unbudgeted expense, and after deliberation with the City Manager, staff concluded that pursuing the temporary art installations and periodic events would be the most impactful and financially feasible solution.

The art installations will be erected in late spring 2024. Staff are also planning future phases of art installations with a call to artists through the Culture Arts & Heritage Commission later in the year.

Next steps

1. Issue RFP early March 2024
2. Council approve HCIC's selected developers in July 2024

3. Mill Plain Blvd/MacArthur Blvd intersection project starts construction late Spring/Summer 2024
4. Next phase of infrastructure design commences late Summer 2024

Staff contact info: Amy Zoltie, amy.stewart@cityofvancouver.us, (360) 305-1909

Attachments

Tower Mall Redevelopment Area Site Plan

Height Committee Investment Committee (HCIC) Roster

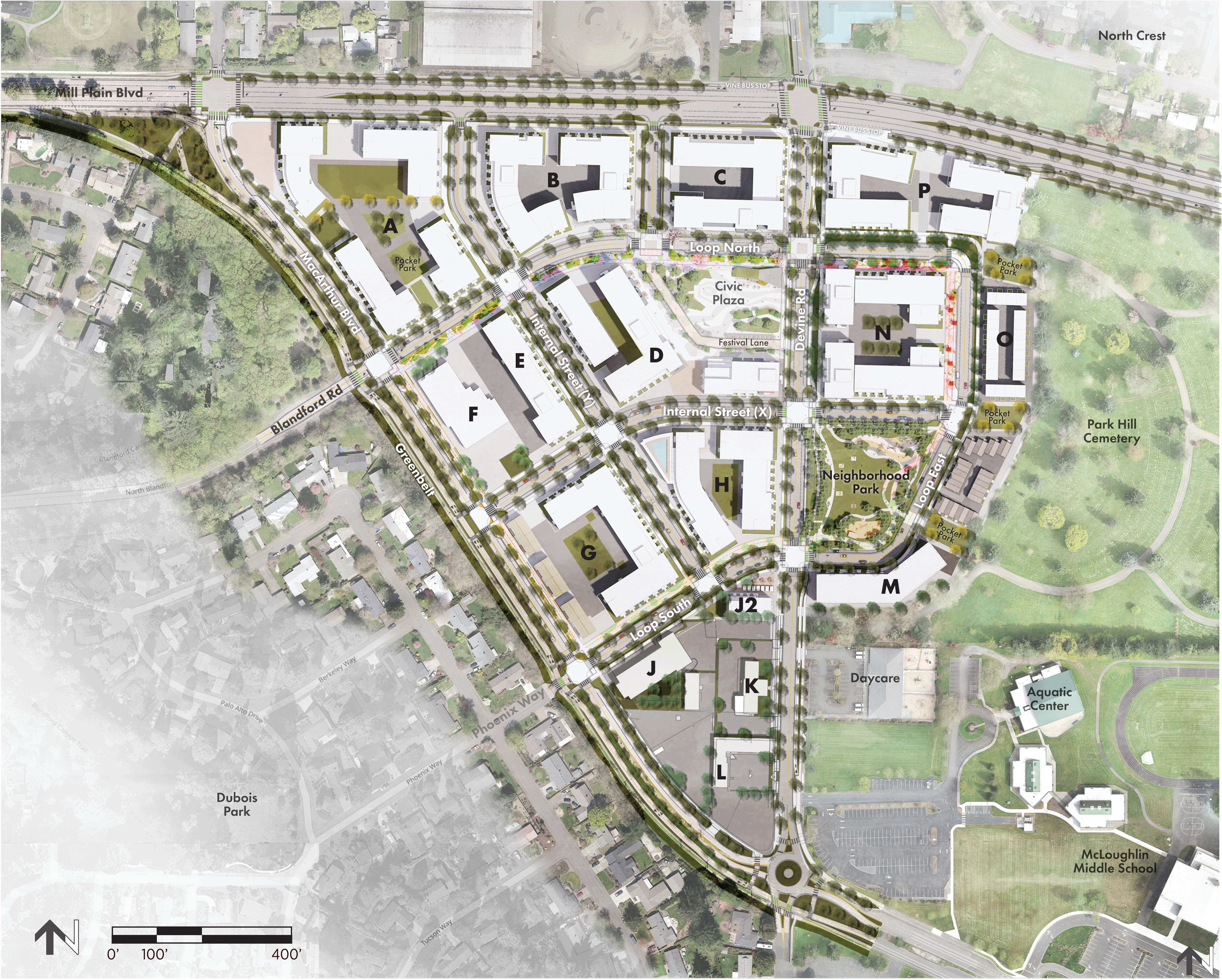
Heights District Infrastructure Design Map

Committee Roster

Name	Organization	Email	Background
Clifford Mah	Crosswater Dental	cliffordmah@hotmail.com	Co-owner of Crosswater Dental practice and property in the Heights District
Komi Kalevor	Retired	komikalevor@gmail.com	Former Executive Director at Housing Authority of Washington County. Extensive experience with affordable housing development and lending.
Leah Halstead	Home First Development	Leah@hfpartners.com	Formerly with VHA. Extensive affordable housing development experience.
Michael Martin Tellis	Schnitzer Properties	mmartintellis@gmail.com	Assistant Vice President of Finance. Manages commercial real estate acquisitions across several western states. Recently served on the IBR advisory committee.
Patrick Adigweme	Walt's Wholesale Meats, Inc.	patrick.adigweme@gmail.com	Currently serves on the City of Vancouver Planning Commission. Works in supply chain management.
Sandra Beck	SEBeckGroup	sebeck@ucdavis.edu	LEED accredited architect with experience on large complex public projects for the University of California for decades delivering for the university.
Wil Fuentes	Fourth Plain Forward	Wil.fuentes@fourthplainforward.org	Program Manager at Fourth Plain Forward. Previously served on the City of Hillsboro Planning Commission focusing on affordable housing.

For more information about the Heights Community Investment Committee, please contact Amy Zoltie at amy.zoltie@cityofvancouver.us. More information about the Heights District can be found at [BeHeard Vancouver](#).





Staff Report: 039-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/26/2024

SUBJECT Pool Slide Replacement ITB23-49

Key Points

The existing pool slides at Marshall and Firstenburg Community Centers need extensive repairs to remain functional. The fiberglass on both slides show signs of cracking and the stainless-steel hardware is rusted and in need of replacement. Staff have concluded that the repairs needed to the existing slides are cost prohibitive and both slides should be replaced with new equipment.

Strategic Plan Alignment

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

Present Situation

On November 7, 2023, the City advertised ITB23-49 for Pool Slide Replacements. On November 28, 2023, the City received one bid for bid ITB23-49. The bid was \$347,840. The low bidder was responsive and responsible. There will be no apprenticeship goal required for this project, as the engineer's estimate of \$300,000 falls below the threshold to require apprentices.

Advantage(s)

Replacing both slides with new equipment will be a more cost-effective solution than attempting to repair the existing structures over the life cycle of the equipment. Staff members have low confidence that any repairs made to the current structures would be a long-term solution. Attempting to repair the slides would lead to a longer down time for the slides while they are repaired, negatively impacting the community.

Disadvantage(s)

None

Budget Impact

Partial Funds are allocated for this project through the capital projects budget. Remaining funds

will be requested in the first supplemental of 2024.

Prior Council Review

None

Action Requested

Authorize the City Manager, or designee, to award a construction contract to the lowest responsive and responsible bidder, Meriwether Lewis Construction 19215 SE 34th St. #106-375, Camas, WA, at their bid price of \$347,840, which includes Washington State sales tax.

Joseph Cathey, Facilities Contract Services Supervisor, 360-487-8386

ATTACHMENTS:

▣ Contract



CONSTRUCTION CONTRACT # C-101532
ITB 23-49: Firstenburg/Marshall Pool Slide Replacements

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Meriwether Lewis Construction, LLC, 19215 SE 34th St. #106-375, Camas, WA 98607, (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

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

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 23-49 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and

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

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

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

This Contract provides for the removal and replacement of two (2) pool slides at the Marshall Community Center and Firstenburg Community Center and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The contract work shall be Physically Complete within 180 Working Days from the Notice to Proceed.

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

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

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

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

performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.7% Washington State Sales Tax (if applicable) \$347,840.00 USD.

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

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

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

The Contractor agrees to procure insurance coverage as required below:

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

COVERAGE	LIMITS OF LIABILITY
V. Builders Risk	
Builder's "All Risk" Property Insurance 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".	Contract Value

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

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

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

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

2. **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.
3. **DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract. The Parties agree to pay their own attorneys' fees and expenses.
4. **GOVERNING LAW/VENUE:** This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.
5. **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.
6. **PAYMENT OF LABOR:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

The prevailing wage in effect for the first contract year is **Tuesday, November 28, 2023**. This rate will be updated annually on the anniversary of the contract.

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.

7. **PAYMENT TO THE CONTRACTOR:** Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth

herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

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

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department 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.

8. **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.

9. **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.

- 10. 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.
- 11. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 12. 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.
- 13. 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.
- 14. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 15. 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.

16. 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.

17. 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.

18. 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.

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

20. 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.

21. 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.

22. 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.

- 23. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 24. 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.
- 25. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.
- 26. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.
- 27. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts, all of which are incorporated herein by reference, and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Amendments to the Contract,
2. This Contract,
3. Contractor's Bid including all Addenda to the Solicitation,
4. Special Provisions,
5. Contract Plan Set,
6. General Conditions for Facility Construction,
7. City of Vancouver Standard Plans,
8. WSDOT Standard Specifications,
9. WSDOT Standard Plans.

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

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

If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s).

For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

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

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

For the Contractor:
Lawrence Montalbano
Meriwether Lewis Construction, LLC
19215 SE 34th St #106-375
Camas, WA 98607
randym@meriwetherlewis.org

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Meriwether Lewis Construction, LLC.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Staff Report: 040-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/26/2024

SUBJECT Generator Annual Maintenance and Repair ITB21-34 Increase

Key Points

An amendment to the current Contract with EC Company dba Power Systems West for Generator Maintenance & Repair Services is required to authorize additional funds to facilitate the continued maintenance and repairs needed on emergency generators at City owned buildings, fire stations, water stations and sewer pump station properties.

Strategic Plan Alignment

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

Present Situation

1. On October 26, 2021, the City issued an invitation to bid, ITB21-34 Annual Generator Maintenance & Repair Service. On January 1, 2022, a one (1) year with a possible four (4) year extension Contract C-100793 was awarded to EC Company dba Power Systems West 6110 N Cutter Circle Portland, OR, 97217, with a “not to exceed” cost of \$300,000.
2. On January 24, 2023, and January 24, 2024, an amendment to extend the contract one (1) year was issued for each year, we are currently starting the third year of the contract.
3. Currently this contract covers 54 city generators for maintenance, which includes Facilities, Water and Sewer buildings.

Advantage(s)

This contract allows continued support for maintenance and repairs for the facilities team on an as-needed basis. The contract also maintains regulatory testing compliance for emergency generators on city properties.

Disadvantage(s)

None

Budget Impact

Funds for this contract are allocated through the General Services annual facilities budget.

Prior Council Review

None

Action Requested

Authorize the City Manager, or designee, to increase the total contract with EC Company dba Power Systems West to a “not to exceed” price of \$450,000.

Joseph Cathey, Facilities Contract Services Supervisor, 360-487-8386; Mike Shrum, Facilities Contract Services Supervisor, 360-487-8260

ATTACHMENTS:

- ▣ Proposed Contract Amendment

CONSTRUCTION CONTRACT # C-100793

AMENDMENT No. 3

ITB 21-34: Annual Generator Maintenance & Repair

This Agreement amends the Construction Contract number C-100793 by and between the City of Vancouver, hereinafter referred to as "City", and EC Company dba Power Systems West hereinafter referred to as "Contractor", whose address is 6110 N Cutter Circle, Portland, OR 97217 for services offered.

This amendment amends the original Contract as follows:

1. Increase the authorized amount of the Contract by \$150,000 to a revised authorized amount of \$450,000.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Power Systems West

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Staff Report: 041-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/26/2024

SUBJECT HVAC Maintenance and Services ITB23-17 Increase

Key Points

An amendment to the current contract with Sunbelt Controls Inc. for HVAC controls maintenance & services is required to authorize additional funding capacity. This contract supports the facilities team and provides technical expertise and programming of HVAC systems.

Strategic Plan Alignment

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

Present Situation

On April 5, 2023, the City issued an invitation to bid, ITB 23-17 HVAC DDC maintenance and services with only one contractor submitting a bid on the project. On May 3, 2023, a five (5) year contract C-101222 was awarded to Sunbelt Controls Inc., 6265 San Fernando Rd., Glendale, CA, 91201, with a “not to exceed” cost of \$300,000. In 2023, the facilities team has used this contract to upgrade HVAC controls at 11 city locations and intends to perform upgrades at 8 locations in 2024. These upgrades improve efficiency for our HVAC systems advancing our Climate Action Framework.

Advantage(s)

This contract allows continued performance of maintenance and upgrades on city HVAC systems on an as needed basis. Keeps HVAC heating and cooling on city properties well maintained for public and city employee’s safety.

Disadvantage(s)

None

Budget Impact

Funds for this contract are allocated through the General Services annual facilities budget.

Prior Council Review

None

Action Requested

Authorize the City Manager, or designee, to execute a contract amendment #1 for an increase of \$200,000 with Sunbelt Controls Inc. and increase the total contract amount to a “not to exceed” price of \$500,000 for the balance of the term of the contract.

Joseph Cathey, Facilities Contract Services Supervisor, 360-487-8386; Mike Shrum, Facilities Contract Services Supervisor, 360-487-8260

ATTACHMENTS:

- ▣ Proposed Contract Amendment
- ▣ Contract

CONSTRUCTION CONTRACT # C-101222

AMENDMENT No. #1

ITB 23-17: HVAC DDC MAINTENANCE & SERVICES

This Agreement amends the Construction Contract number C-101222 by and between the City of Vancouver, hereinafter referred to as "City", and Sunbelt Controls, Inc., hereinafter referred to as "Contractor", whose address is 600 SE Maritime Ave. Ste. 240, Vancouver, WA 98661 for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$200,000 to a revised authorized amount of \$500,000.

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Sunbelt Controls Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



CONSTRUCTION CONTRACT # C-101222
BID 23-17: HVAC DDC MAINTENANCE & SERVICES

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Sunbelt Controls, Inc., 600 SE Maritime Ave. Ste. 240, Vancouver, WA 98661 (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

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

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 23-17 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and

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

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

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

This Contract provides for HVAC Direct Digital Control (DDC) repair, maintenance, replacement, programming, and service of Reliable Controls DDC systems at multiple sites with multiple controllers at each site, and other work, all in accordance with the attached Contract Provisions.

The period of the prices shall be for one (1) year, commencing on the effective date of the Contract. This Contract shall have prevailing wage rates updated annually; yearly cost adjustments may be made accordingly at the discretion of the City in instances where prevailing wage rates increased above the annual Consumer Price Index-All Urban Consumers (CPI-U). An Intent to Pay Prevailing Wages must be filed at the beginning of the Contract year and an Affidavit of Wages Paid must be filed annually for any public work completed within the previous twelve (12) month period.

Yearly cost adjustments may be made accordingly at the discretion of the City. Cost adjustments shall be in accordance with the CPI-U for the Seattle-Tacoma-Bellevue area. Contractor shall submit request and justification for cost adjustments at least thirty (30) days prior to Contract renewal. The adjusted price will be approved at the beginning of each year's extension at the sole discretion of the City and must be firm for the remainder of year.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract and shall continue for five (5) years.
3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.
4. **CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

- iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

5. DELINQUENT STATE TAXES: The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

6. COMPENSATION AND SCHEDULE OF PAYMENTS: In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.7% Washington State Sales Tax (if applicable) \$300,000.00 USD.

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

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

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

The Contractor agrees to procure insurance coverage as required below:

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

COVERAGE	LIMITS OF LIABILITY
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this Contract. Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

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

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

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

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

8. **CONTRACTOR'S BOND:** For Projects over \$35,000, Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
9. **DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract the Parties agree to pay their own attorneys' fees and expenses.
10. **GOVERNING LAW/VENUE:** This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.
11. **EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.
12. **PAYMENT OF LABOR:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hour's work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

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

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

- 13. PAYMENT TO THE CONTRACTOR:** Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual requirements. For projects over \$35,000, a sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

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

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

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

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

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

- 15. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the

property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.

- 16. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 17. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.
- 18. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 19. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.
- 20. ASSIGNMENT:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party’s express written authorization.
- 21. TERMINATION FOR CONVENIENCE:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

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

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

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

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

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

- 26. USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.

- 27. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated

fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.

28. BINDING EFFECT: The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.

29. RATIFICATION: Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

30. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE: The complete Contract includes these parts and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Amendments to the Contract,
2. This Contract,
3. Addenda to the Solicitation,
4. The Solicitation,
5. Contractor's Bid,
6. Special Provisions,
7. General Conditions for Facility Construction.

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

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

For the Contractor:
Joe Moran
Sunbelt Controls, Inc.
600 SE Maritime Ave. Ste. 240
Vancouver, WA 98661
jmoran@sunbeltcontrols.com

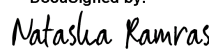
The undersigned, as the authorized representatives of the Owner and Contractor respectively, agree to all of the terms and conditions contained in this Contract, as of the dates set forth below.

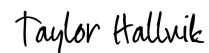
CITY OF VANCOUVER
A municipal corporation

DocuSigned by:

7C05B7EF675849B...
Anna Vogel, Procurement Manager

5/4/2023
Date

Attest:
DocuSigned by:

BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:
DocuSigned by:

243BBFEB7E354C8...
Taylor Hallvik, Assistant City Attorney

CONTRACTOR:
Sunbelt Controls, Inc.

DocuSigned by:

43FCC9F1198F4B0...
Signature

Joe Moran
Branch Manager
Printed Name /Title

5/1/2023
Date

Staff Report: 042-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/26/2024

SUBJECT Contract with Humane Society of Southwest Washington

Key Points

- The City has a longstanding contract with the Humane Society for Southwest Washington (HSSW) to provide animal shelter and care services mandated by chapter 8.24 Vancouver Municipal Code.
- HSSW is the sole contractor in the region equipped to handle the City's volume of animal care and sheltering services.
- The current contract, expiring on February 29, 2024, would be succeeded by a proposed three-year contract from the remainder of 2024 through 2026.
- The new contract adopts a flat-fee structure for budget predictability, replacing the previous per-animal charge approach.
- HSSW has implemented significant price increases starting in 2024 for all jurisdictions, with the three-year cost estimated at \$2,507,050. This represents an 85% increase in costs relative to the previous 3 years.

Strategic Plan Alignment

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

Present Situation

The City has contracted with HSSW for animal services since 1950. The current contract, initiated on Jan. 1, 2019, with an optional two-year extension, was extended by the Council for up to six months on Dec. 4, 2023, providing extra time for negotiation. However, HSSW reduced the extension to two months, resulting in a contract expiration date of Feb. 29, 2024.

A new three-year contract has been proposed from March 1, 2024, through December 31, 2026, featuring a flat-fee structure. The previous per-animal charge approach led to unpredictable costs, exemplified by a case in 2022 where 94 rabbits delivered from a single hoarding incident incurred an unexpected \$25,850 charge in a single month.

This contract is designated as a sole-source contract due to HSSW being the only provider capable of managing the volume of animal services required by VMC 8.24.

Starting in 2024, the HSSW has adjusted pricing for care and shelter services. In 2023, the City's cost per animal averaged \$290. With the HSSW's updated rates, this average cost is projected to increase to \$425 in 2024 and further rise to \$560 by 2026 (a 93% cost increase over 3 years). The contract specifies that additional charges may be applied for services exceeding the standard level of care.

For comparison, the total cost of the HSSW contract from the past three years (from 2021 through 2023) was \$1,354,511; the three-year cost of the new contract (from March of 2024 through 2026) is estimated at \$2,507,050 – an 85% increase in total cost.

The HSSW attributes the rate change to increases in their cost of doing business. Additionally, the rate adjustment aligns with HSSW's aim to have jurisdictions cover the full cost of care and sheltering for every animal. According to HSSW estimates, the true cost of care per animal in 2023 was \$615 (compared to the \$290/animal fee actually paid by the City), with the remaining amount subsidized by community donations.

As outlined in their memo (attached to this staff report), HSSW has uniformly applied these rate increases across all jurisdictions contracting with them for animal care and shelter services.

Services

The City contracts with HSSW for a variety of animals, including dogs, cats, birds, rabbits, small mammals, fowl, goats, pot-bellied pigs, and small reptiles. The City's code covers a broader range of animals than some other jurisdictions, obligating it to cover costs for a diverse array of animals.

Injured wildlife are accepted for euthanasia services only, and animals found deceased are disposed of safely.

Advantage(s)

1. The City fulfills its obligation to provide animal shelter and care services as required by chapter 8.24 VMC until the end of 2026.
2. Vancouver benefits from greater budgeting predictability with pre-set, flat annual fees for animal shelter and care services.

Disadvantage(s)

1. The new contract represents a significant cost increase relative to previous years.
2. Without an alternate service provider available in the region, the City's ability to negotiate lower rates is limited.

Budget Impact

The cost of the contract over three years is \$2,507,050. There is sufficient appropriation in the adopted 2023-24 biennium to cover the first year of the new contract; the balance will be incorporated into future biennia.

Prior Council Review

A 6-month extension to the previous contract was approved by Council on Dec. 4, 2023, to allow additional time for staff to negotiate the terms of this new contract structure.

Action Requested

Authorize the City Manager, or designee, to execute a contract with the Humane Society of SW Washington and take any and all action necessary to enforce the terms thereof.

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

ATTACHMENTS:

- ▣ Contract
- ▣ Memo from HSSW
- ▣ Cost Comparison with other Shelters



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-101574**

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

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

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

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

- 1. SCOPE OF WORK:** The Contractor agrees to provide the City all services and materials set forth below in the scope of work identified in Attachment "A", which is incorporated into this Agreement.
- 2. COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$ 2,507,050.00 USD.

The City agrees to pay the Contractor a flat annual fee for the services set forth in Attachment A, and as generally identified as follows:

Year	Annual Fee	Monthly Payment
3/1/2024 – 12/31/2024	\$576,875	\$57,687.50
1/1/2025 – 12/31/2025	\$818,600	\$68,216.67
1/1/2026 – 12/31/2026	\$946,200	\$78,850.00

A more detailed description of these fees is provided in Attachment “B”, which is incorporated into this Agreement.

This payment shall be maximum compensation for all work and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

Additional fees may be charged for select services beyond Attachment A, as detailed in Attachment B, Table 2.

Annual compensation is limited to the amount specified in Table 1 of Attachment B per year, unless amended in writing. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated or for changes to the scope of work or deliverables requested by the City. All services and deliverables must be acceptable to the City, at the sole discretion of the City.

3. **PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit a monthly invoice to City covering all fees and expenses, if any, for fees and expenses from the previous month. City shall pay Contractor within 30 days of receipt of Contractor's invoice.

The City reserves the right to object to any invoice within 15 days of receipt of the invoice. The City will pay Contractor pursuant to Attachment "B".

City and Contractor agree that any amount paid in error by City does not alter Attachment B. The City's contract/purchase order (PO) number on the notice to proceed must be referenced on any invoice submitted for payment.

4. **TERM OF AGREEMENT:** The term of this Agreement begins March 1, 2024 and continues until December 31, 2026.
5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders arising from this Agreement;
6. **RELATION OF PARTIES:** Contractor, its employees, and agents are independent contractors and not employees of the City. Contractor is responsible for all Contractor personnel and will pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party has the authority to bind the other Party except as expressly stated in this Agreement.
7. **SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.

- 8. E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Work under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request. City may terminate this Agreement immediately if Contractor fails to comply with this Section.
- 9. DELIVERABLES – INTELLECTUAL PROPERTY:** Contractor may create documents or other work product in connection with providing the Services/Work ("Deliverables"). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor's know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.
- 10. TERMINATION FOR PUBLIC CONVENIENCE:** Either Party may terminate this Agreement with at least six months advance written notice. City will pay Contractor for all Work completed up to the date of termination for convenience.
- City may provide Contractor with an opportunity to cure any breach under this Agreement pursuant to the City's timeline. If Contractor fails to cure the breach to City's satisfaction, City may terminate the Agreement and may pursue any available remedies.
- 11. COMPLIANCE WITH THE LAW:** The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.
- 12. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 13. INDEMNIFICATION:** Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's services or the Deliverables; (b) Contractor's negligence or willful misconduct;

(c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section X and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing and at its own cost.

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

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

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

IV. Umbrella Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$5,000,000

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

1. *Compliance with other Insurance Policies.* Service Provider will remain compliant with all other insurance obligations it may have pursuant to its personnel or Applicable Laws.
2. *Coverage Trigger.* Service Provider's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
3. *Additional Insured Requirement.* The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
4. *Certificates.* The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Service Provider will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

- 15. NOTICES:** All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

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

For the Contractor:
Andrea Bruno
Humane Society of Southwest Washington
1100 NE 192nd Ave
Vancouver, WA 98684
Email: mailto:abruno@southwesthumane.org

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

- 16. AMENDMENTS:** All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.
- 17. SCOPE OF AGREEMENT:** This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.
- 18. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 19. COOPERATIVE PURCHASING:** Washington's Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 20. PUBLIC DISCLOSURE COMPLIANCE:** Records relating to Agreement are subject to the following:
1. *Confidential Information.* Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

2. *Public Disclosure Compliance.* City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.
3. *Subpoenas.* If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.
4. *City Data Confidentiality.* Notwithstanding Section 10.1-3, Contractor will maintain the confidentiality of all City Data in its possession

21. DEBARMENT: The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

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

23. SEVERABILITY. If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Vancouver Humane Society & Society for
the Prevention of Cruelty to Animals

Eric Holmes, City Manager

Signature

Date

Andrea Bruno /President

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ATTACHMENT A
SCOPE OF WORK
ANIMAL SHELTER SERVICES
between
CITY OF VANCOUVER
AND
HUMANE SOCIETY FOR SOUTHWEST WASHINGTON

This Scope of Work outlines the agreement between City of Vancouver, (“City”), and the Vancouver Humane Society & SPCA dba, Humane Society for Southwest Washington (“Society”); providing for the Society to operate an animal shelter for the City and to receive and care for animals impounded pursuant to chapter 8.24 Vancouver Municipal Code (“VMC”), Animals, as either may be amended, for certain agreed upon consideration.

City currently contracts with Clark County Animal Protection and Control to serve as the City’s designated animal control agent. “City Designated Animal Control Agent” shall mean Clark County Animal Protection and Control or any other designated agent the City may choose during the term of this agreement.

It is hereby AGREED by the parties as follows:

A. PURPOSE

The purpose of this Contract is to define the scope of services contracted between the City and Society; set forth the compensation paid by the City for such services and provide for other requirements of the parties to this Agreement.

B. SERVICES

1. FACILITY REQUIREMENTS

- a. The Society shall provide an animal shelter in full compliance with laws governing animal shelter facilities in the State of Washington, including any regulations promulgated by the Washington Department of Health. Said shelter shall be designed to accommodate receiving, housing and/or

distributing animals seized within the jurisdiction of the City of Vancouver.

- b. The shelter shall comply with VMC 8.24.490, “Animal shelters, kennels and pet shops”; VMC 8.24.500 “Indoor facilities- Specific conditions” and VMC 8.24.510 “Outdoor facilities- Specific conditions”.
- c. The shelter shall provide enclosures to accommodate stray animals brought to the shelter by the City’s designated Animal Control Agent or by residents from within the City limits. Exceptions for intake include limitations for healthy stray cats, capacity restraints, and disease outbreak. Facility shall include isolation facilities for quarantined animals, veterinary care facilities and refrigeration and/or freezer space for deceased animal storage.

2. SHELTER OPERATIONS

- a. The Society will maintain and follow a clear set of protocols regarding shelter admission and intake procedures, care and welfare of animals, employee conduct and shelter and adoption operations.
- b. The Society shall comply with the standards set forth in the “Guidelines for Standards of Care in Animal Shelters” published by the Association of Shelter Veterinarians.
- c. Society must employ or contract with a Washington State licensed veterinarian during at least six (6) days per week, for the purpose of providing emergency medical care to stray animals in distress. Animals needing immediate veterinary care must be admitted prior to 4:30 pm.
- d. A licensed veterinarian shall monitor the veterinary care and other aspects of shelter operations affecting the health of the animal population of the shelter.
- e. Animals will be treated with care and respect, provided a clean, comfortable, safe and healthy environment with adequate housing, exercise, water and food, in accordance with chapter 8.24 VMC.

- f. The Society will establish and maintain convenient public hours of access including weekend hours.

3. ANIMAL INTAKE

- a. Society shall accept animals on behalf of the City that are brought in by the City's Designated Animal Control Agent; the Vancouver Police Department and members of the public who find stray animals within the Vancouver city limit.
- b. The shelter shall accept dogs, cats, domestic birds, domestic rabbits and small mammals, fowl, goats, pot-bellied pigs and small reptiles.
- c. This contract does not cover shelter care for hooved livestock, venomous or dangerous reptiles and most exotic animals, except by specific agreement.
- d. Injured wildlife (wild birds, raccoons, opossum, squirrels, etc.) will be accepted at the shelter for euthanasia purposes only. Society reserves the right to turn away or to refer to other agencies, healthy wildlife, brought the shelter for nuisance removal purposes.
- e. Society shall provide a procedure whereby animals may be delivered to the shelter by the City's Designated Animal Control Agent 24 hours per day, 7 days per week.
- f. Upon intake, animals will be vaccinated for common illness, treated for fleas and worms and groomed as necessary for the animal's health and comfort.
- g. Suitable quarantine and isolation areas will be available to house animals that are dangerous or potentially carrying highly infectious disease that may threaten the health and safety of other animals or humans.
- h. Animals will be held in accordance with VMC 8.24.330 prior to disposition. Disposition may include adoption, transfer to another animal welfare agency or placement with a rescue group, and euthanasia. Minimum holding requirements are as follows:

- i. Stray animals that are unlicensed or for which the owner is unknown shall be held for 72 hours, commencing from apprehension, before being eligible for adoption, transfer or euthanasia;
- ii. If a stray animal's owner is known, licensed or registered, and the owner's contact information is made available to the contractor, the owner must be notified within 24 hours, and the animal must be held for 120 hours after notification before being eligible for adoption, transfer or euthanasia.
- iii. Animals classified as dangerous, potentially dangerous or under legal hold or quarantines may be subject to additional holding requirements, as set forth in VMC 8.24.166. The City's designated animal control agent or City of Vancouver Police Officer are responsible for fulfilling the requirements of a dangerous or potentially dangerous animal declaration, and updating the Society every five business days on any active holds. In these cases, the Society's responsibility is limited to holding animals at the request of the City for the time period specified.
- iv. Wildlife is exempt from minimum holding requirements. Per VMC 8.24.330(4), cats deemed to act in a feral manner after a reasonable observation period may be destroyed or returned to its original location as part of a community cat program, prior to the expiration of the required holding period.
- v. All impound periods shall continue to run during those hours when the shelter is not open for business.
- i. Underage kittens, puppies and other young animals may be placed in a foster setting.
- j. All animals shall have an impound record, indicating the identification tag number, if any, species, breed and description of animal by coloring, time and date of impound, name of representative taking in the animal and area where the animal was found.

- k. Should an animal be suffering from serious injury or disease that would endanger other sheltered animals, or cause the animal to endure unnecessary pain and suffering if left untreated, as determined by the Society, under the guidance of a licensed veterinarian, the animal may be euthanized prior to the expiration of the required hold period and documented on the Animal Control Record.
- l. Any animal impounded may be redeemed within the stray holding period, upon evidence of rightful ownership or custody and payment of redemption fees. These include the cost of impound, transportation and any additional veterinary or animal care.
- m. Animals may be denied redemption if placed on investigative hold by Clark County Animal Control or the Health Department. Per VMC 8.24.330(5), redemption may be denied to an owner who has cruelly treated an animal. In these cases, the Society shall act as directed by the City's designated animal control agent. The City's designated animal control agent or City of Vancouver Police Officer will provide an update on each animal under any investigative or protective custody hold a minimum of once every five business days.
- n. The Society will provide disposal (cremation) services for animals deceased upon arrival or during the time of sheltering.

4. DISPOSITION OF UNCLAIMED ANIMALS

- a. Society shall make reasonable attempts to reunite animals with owners before disposition.
- b. No live animals shall be used, sold or donated for experimental purposes.
- c. After minimum hold times have expired, the Society shall assume all rights and responsibility for the final disposition of the animal. This may include adoption, transfer to an approved adoption or rescue agency or humane euthanasia.

5. EUTHANASIA

- a. Society must arrange and/or provide for the humane euthanasia and disposal of unplaceable animals.
- b. Society will maintain a clear protocol for the use of euthanasia.
- c. Euthanasia, using the most modern and humane method available, is to be carried out by certified euthanasia technicians under the provisions established by Washington State law.
- d. Society must maintain a current Washington Board of Pharmacy license to purchase and dispense appropriate drugs, and must comply with all Federal and State regulations concerning the handling of controlled substances for the purpose of animal euthanasia.

6. ADOPTION, PLACEMENT OR TRANSFER OF ANIMALS

- a. Reasonable efforts shall be made to return the animal to its owner prior to release of the animal through adoption or transfer to another animal welfare agency.
- b. Cats, dogs, and rabbits are to be spayed or neutered and microchipped as a condition of adoption, subject to the animal shelter's discretion.
- c. Cats and dogs adopted to residents of Vancouver are to be licensed prior to release for adoption

7. ADMINISTRATION

- a. The Society will act as an agent in the sale of animal licenses for the City and may elect to charge an agent fee for every license purchased.
- b. Upon redemption of any stray animal, the Society shall collect and safeguard fees as established by the City Code. An accounting of collected fees shall be included in the Animal Custody report.
- c. Redemption rates shall be posted at the shelter and on the Society's website. The Society shall be responsible for collecting all impound and licensing fees due upon redemption of a stray animal, in accordance with City regulations, and shall issue a receipt for each payment. The Society

shall have the authority to allow limited discounts and/or fee waivers, in the event that an owner is unable to pay full redemption fees. Individual records of each fee discount will be forwarded to the City.

- d. The Society shall transmit the total amount of collected redemption fees as well as civil penalties to the City, along with an aggregated report of fees collected. Nothing in this section shall preclude a resident from using the appeals procedure provided in chapter 8.24 VMC.
- e. The Society will cooperate with City officials, the City's Designated Animal Control Agent, and/or Clark County Public Health on actions pertaining to animals and quarantine; assist the City in obtaining and presenting evidence in the civil or criminal prosecution of all violations of any ordinance, code, regulation or law pertaining to animal control, including licensing and registration. If Society representatives need to testify in court, the Society may request an additional fee for this service, to be determined in advance.

C. ACCOUNTABILITY

1. By the 10th of each month following services, the Society shall submit to the City Designated Animal Control Agent, aggregate reports reflecting the number of animals handled for City and their dispositions. The City Designated Animal Control Agent shall provide the format for these reports or the forms themselves.

2. No more than once every other year during the contract term, the Society shall submit to performance and financial audits by the City regarding this Contract. Reports of such audits shall be made public and may have a bearing upon contract continuation and/or extension.

3. The City shall retain the right to inspect records and to investigate matters involving the care of stray animals accepted from the City jurisdiction.

ATTACHMENT B

COMPENSATION

For the services provided to the City per this Contract, the City agrees to pay the Society a flat fee to cover the services set forth in Attachment A. Fees from 2024 through 2026 are as follows:

Table 1: Annual and Monthly Fees

Year	Annual Fee	Monthly Payment
3/1/2024 – 12/31/2024	\$576,875	\$57,687.50
1/1/2025 – 12/31/2025	\$818,600	\$68,216.67
1/1/2026 – 12/31/2026	\$946,200	\$78,850.00

- Accepted animals include cats, domestic rabbits, small mammals, fowl, goats, pot-bellied pigs, and small reptiles.
- Injured wildlife will be accepted for euthanasia and disposal purposes only. The Society reserves the right to turn away, or accept for transfer to another agency, healthy wildlife.
- The rates listed in Table 1 assume the following animal volumes and rates per animal:

Table 2: Assumed animal volumes and rates per animal

	Dogs	Cats	Rabbits	Other	Wild/ DOA	Total all- intake	Appx fee per animal
2024	650	870	70	75	150	1815	\$425
2025	650	870	100	100	175	1895	\$493
2026	650	870	125	125	200	1970	\$560

Additional fees will be charged for the following services:

Animals requested to be held beyond 10-day grace period	\$30/day
Veterinary care beyond routine stabilization during required hold	Invoiced quarterly based on expenses
Expert witness testimony and expert witness case review	\$75/hour
Exam or necropsy with full veterinary report	\$250/animal
Forensic necropsy with medical notes	\$150/animal
Live forensic exam with medical notes	\$50/animal
Large-scale seizures or impounds	Cases with 15 or greater animals will have an additional per-animal fee of \$35.
Evidence collection	Invoiced quarterly as HSSW is charged
Veterinary costs during stray period, above and beyond basic stabilization	Invoiced quarterly as HSSW is charged

January 31, 2024

Dear Rebecca,

Thank you for your continued confidence in the Humane Society for Southwest Washington (HSSW) by entrusting us with the animal sheltering contract for the City of Vancouver. Included in this packet is our 2023 Annual Report and your City of Vancouver Sheltering Contract Report. Our collective work has allowed us to positively impact the lives of countless animals in our community.

During the span of our current sheltering contract, we successfully navigated a pandemic, flexed to support the changing needs of pets and people in our community, developed programming to keep pets with their families, and provided our municipal partners with high-quality veterinary medicine and sheltering services you've come to expect.

It will also come as no surprise that our costs have increased dramatically over the past two years due to the rise in the medical and behavior support animals are needing, state required wage increases, and soaring cost of utilities, supplies and medication.

Our current contract fees, developed in 2018, have not kept pace with our increasing costs. This has resulted in a sizable gap between our true cost of sheltering and what the City of Vancouver is paying. Currently, HSSW and its donors are subsidizing this growing gap, but cannot continue to supplement these municipal services at this level.

We value our partnership and are proud to be the shelter for your community. We believe that animals are a vital part of a healthy community and are confident that, together, we can find a way to provide these services our community needs while meeting the growing cost of doing business.

Beginning in 2024, we are proposing a contract fee-structure that would get us closer to full-cost recovery by 2026. We understand that this is a significant change, given that HSSW has supplemented this service for the City of Vancouver for many years. By working with city leaders, we have come to agreeable contract terms and have renewed with City of Washougal (and City of Camas via ILA), City of Ridgefield and City of LaCenter. With the new contracts, terms vary depending on the municipal codes, however, fees are identical across all jurisdictions.

Matt Ableidinger
Chair

Kelly Walsh
Vice Chair

Sheryl Bateman
Treasurer

Eric Olmsted
Secretary

Naomi Camargo

Jann Davis

Jason Fish

Kara Fox-LaRose

George Francisco

Scott Higgins

Jason Hudson

Tom Leaptrott

Rowena Lusby-Caplice

Vincent Marrella

Donna Mason

Chuck Michael

Patti Moller

Patricia Nierenberg

Kyle Sciuchetti

James Sikora

We are truly grateful for our long partnership and know that by working together, we can continue to be a force for compassionate care that positively impacts the lives of animals and families in Southwest Washington for years to come. For any follow-up questions, you may contact 360.213.2613 or abruno@southwesthumane.org.

Sincerely,

Andrea Bruno
President

Megan Dennis
Vice President of Strategic Initiatives

Matt Ableidinger
Chair

Kelly Walsh
Vice Chair

Sheryl Bateman
Treasurer

Eric Olmsted
Secretary

Naomi Camargo

Jann Davis

Jason Fish

Kara Fox-LaRose

George Francisco

Scott Higgins

Jason Hudson

Tom Leaptrott

Rowena Lusby-Caplice

Vincent Marrella

Donna Mason

Chuck Michael

Patti Moller

Patricia Nierenberg

Kyle Sciuchetti

James Sikora

Cost comparison of other Humane Society animal service providers

Humane Society for Cowlitz County – Longview, WA

- No longer offers animal control/field services. New contract includes animal sheltering only.

Their cost per animal	\$ 749.84		
	2024	2025	2026
Fee to jurisdiction	\$ 326.00	\$ 348.00	\$ 372.00
Fee past 10 day boarding	\$ 60.00		
Avg monthly stray intake	40		

Joint Animal Services – Olympia WA

- JAS only exists due to an ILA between jurisdictions to share animal services. They run slightly like a government entity and a nonprofit organization.
- Each jurisdiction within the service area contributes based on the per capita.
- Each municipality pays for all intakes- this includes owner surrenders, strays, DOA and wildlife.
- With the per capita model, they are not paid on a per animal basis, however, using their 2022 intake # and contract revenue, the below is the approximate reimbursement and per animal fees.

Avg cost	\$667	
Avg reimbursement	\$686	This # based on 2022 intake of 2600

Humane Society for Tacoma & Pierce County – Tacoma, WA

- Contracts include fees to municipalities for all intakes, including owner surrenders, strays, owner requested euthanasia, DOA and wildlife. They were unable to provide a recent cost per animal. These fees were negotiated in 2019 and are up for renewal this year.

Live Animals	\$ 195.00
Rabbits	\$ 50.00
Rodents	\$ 50.00
Exotic	\$ 195.00
Owner Surrender	\$ 40.00
Owner Requested Euthanasia	\$ 40.00
DOA	\$ 50.00
DOA (Owner Requested Disposal)	\$ -
2020 daily cost after 3 day hold	\$ 21.06
2023 daily cost after 3 day hold	\$ 28.10

Seattle Humane Society

- Does not have municipal contracts
- Is limited/closed intake – meaning they only accept animals they have capacity for and have the resources to help.
- Average cost per animal: \$560

Disclosure: The information in this document was provided by representatives of each organization and has not been independently verified.

Sheltering Contract Comps

Asheville Humane Society – Asheville, NC

- They are contracted to operate the County shelter and building. Thus, do not pay for maintenance, utilities, etc.
- They have been held the contract for 30+ years.
- They are reimbursed for all intakes, including owner surrenders, stray, DOA, wildlife.
- They operate on a flat fee schedule and the County also contributes to the cost of in-shelter and public low-cost spay/neuter. Based on their 2022 intake, the below is approximate per animal reimbursement.

	they're evaluating
Avg cost	
Avg reimbursement	\$362

Disclosure: The information in this document was provided by representatives of each organization and has not been independently verified.

Staff Report: 043-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/26/2024

SUBJECT Renovation of Esther Short Commons by the Housing Authority of the City of Vancouver

Key Points

- In 2003, the City of Vancouver and Vancouver Housing Authority (VHA) entered into agreements associated with the development of Esther Short Commons, 5-story mixed-use residential and retail facilities, with 4-stories of apartments over ground floor retail space located at 555 W 8th Street, Vancouver, WA.
- The City leases from VHA, and subleases to multiple tenants, retail units on the ground floor of Esther Short Commons.
- Vancouver Housing Authority is beginning a refurbishment of Esther Short Commons and, through VHA's financing application process to fund the renovations, it was determined that certain agreements put in place when the building was originally built and converted to residential and commercial condominium units are no longer valid or have some required changes.
- The proposed agreements correctly document the current understanding and operations between VHA and the City with respect to the shared use of Esther Short Commons and the City's existing subleases of the retail space.

Strategic Plan Alignment

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

Present Situation

Vancouver Housing Authority is in the process of applying for funds to cover a major renovation of the Esther Short Commons residential element. Through this process, it was determined that certain agreements were no longer valid or require changes to accurately reflect the current contractual relationships. VHA is asking for the City's cooperation in executing these clean-up documents to facilitate VHA's refurbishment of Esther Short Commons. The documents accurately represent the legal arrangements between the parties; therefore, staff is recommending

that City Council approve, ratify, and authorize execution of the following documents:

Second Amendment to Amended and Restated Master Lease:

The City of Vancouver (the "City") leased the Farmers Market Unit of Esther Short Commons from Esther Short Commons Limited Partnership ("ESCLP") through the Amended and Restated Master Lease Agreement dated November 26, 2003 (the "Master Lease"). ESCLP recently assigned its interest as landlord to the Housing Authority of the City of Vancouver ("VHA"). The legal description in the Master Lease contains an inaccurate description of the leased premises and the Second Amendment corrects it.

Termination of Sublease with Vancouver Farmers Market Association:

The City subleased the Farmers Market Unit to the Vancouver Farmers Market Association. The sublease was terminated on 8/31/2007. The Termination of Sublease evidences the termination and clears the encumbrance of that sublease from the Esther Short Commons property title.

Termination and Release of 2002 Community Development Block Grant Agreement:

VHA has made all payments due under the 2002 Community Development Block Grant Agreement and the terms of that agreement no longer apply. The Termination and Release confirms the termination.

Appointment of Successor Trustee:

The City loaned VHA \$125,000 pursuant to the 2002 Community Development Block Grant Agreement. The loan was secured by a deed of trust. Charter Title Corporation was the trustee under the deed of trust. VHA has requested that Chicago Title Company of Washington, the title company involved in VHA's rehabilitation of Esther Short, become trustee to release the lien of the deed of trust now that all indebtedness has been paid in full.

Request for Reconveyance:

The promissory note and all other indebtedness under the 2002 Community Development Block Grant Agreement secured by the deed of trust have been fully satisfied, so the right, title, and interest held by Trustee in the deed of trust should be released.

Advantage(s)

Cleans up documentation to allow VHA to move forward with refurbishment of residential element of Esther Short Commons.

Disadvantage(s)

No disadvantages are foreseen.

Budget Impact

No budget impact.

Prior Council Review

None

Action Requested

Approve and ratify referenced agreements between the City and VHA associated with Esther Short Commons. Authorize the City Manager, or designee, to execute legal agreements in substantially the form attached as necessary to clean up outdated documentation between the City and VHA associated with Esther Short Commons.

Samantha Whitley, Housing Programs Manager, 360-487-7952; Geraldene Moyle, General Services Director, 360-487-8633

ATTACHMENTS:

- ▢ Second Amendment to Amended and Restated Master Lease
- ▢ Termination of Sublease with Vancouver Farmers Market Association
- ▢ Termination and Release of 2002 Community Development Block Grant Agreement
- ▢ Appointment of Successor Trustee
- ▢ Request for Reconveyance

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

Stoel Rives LLP
600 University Street, Suite 3600
Seattle, WA 98101
Attention: Kate Mathews

**SECOND AMENDMENT TO AMENDED & RESTATED
MASTER LEASE AGREEMENT**

Grantor:	HOUSING AUTHORITY OF CITY OF VANCOUVER, a public body corporate and politic of the State of Washington
Grantee:	CITY OF VANCOUVER, WASHINGTON, a Washington municipal corporation
Abbr. Legal Description:	Farmers Market Unit, Esther Short Commons, February 28, 2005, File No. 3951870, and Survey Vol 700, P 21, Clark, County, Washington. Complete legal description on <u>Exhibit A-1</u> .
Assessor's Tax Parcel ID No.:	49110002; 49110004; 49110006
Reference No.:	3810493; 6159505

**SECOND AMENDMENT TO
AMENDED & RESTATED MASTER LEASE AGREEMENT**

THIS SECOND AMENDMENT TO AMENDED & RESTATED MASTER LEASE AGREEMENT (this “**Amendment**”) is made as of February __, 2024 (“**Effective Date**”), between HOUSING AUTHORITY OF THE CITY OF VANCOUVER, a public body corporate and politic of the State of Washington (“**Landlord**”) and the CITY OF VANCOUVER, a Washington municipal corporation (“**Tenant**”). Landlord and Tenant are sometimes referred to collectively herein as the “**Parties**” or individually as a “**Party**.”

RECITALS

A. Landlord, as ground lessor, and Esther Short Commons Limited Partnership (“**ESCLP**”), as ground lessee, previously executed that certain Lease Agreement dated August 15, 2003, as amended by the First Amendment dated July 15, 2004 (collectively, the “**Ground Lease**”), pursuant to which Landlord ground leased to ESCLP certain property located at 555 W. 8th Street, Vancouver, Washington, as further described in the Ground Lease (the “**Property**”).

B. Pursuant to that certain Amended and Restated Master Lease Agreement dated November 26, 2003 (“**Master Lease**”), ESCLP leased a portion of the Property to Tenant consisting of approximately 8,451 square feet (the “**Premises**”). A memorandum of the Master Lease was recorded on April 6, 2004, under recording number 3810493.

C. As contemplated by Recital C of the Master Lease, on February 28, 2005, Landlord and ESCLP recorded that certain Condominium Declaration for Esther Short Commons (the “**Declaration**”) to create the Esther Short Commons, a condominium, under recording number 3951870. The Declaration, among other things, created three condominium units, including the Farmers Market Unit (as defined in the Declaration). The boundaries of the Farmers Market Unit match the boundaries of the Premises and are a portion of the “Retail Element” that was contemplated by Recital C of the Master Lease.

D. Pursuant to that certain Assignment and Assumption of Amended and Restated Master Lease Agreement dated December 1, 2023 and recorded under recording number 6159505, ESCLP assigned its interest as landlord in the Master Lease to Landlord.

E. Landlord and Tenant desire to amend the Master Lease to update the legal description of the Premises to reflect the Farmers Market Unit, subject to the terms and conditions below.

AMENDMENT

1. Recitals. The recitals above are incorporated as if set forth below.
2. Amendment. Recital D of the Master Lease is amended and restated in its entirety as follows:

Landlord wishes to lease to Tenant and Tenant wishes to lease from Landlord a portion of the Retail Element that is (i) approximately 8,451 square feet in size, (ii) depicted on Exhibit "B", and (iii) legally described on Exhibit "B-1", and referred to as the "Premises" on the terms and conditions set forth herein.

3. Legal Description of Premises. The Master Lease is hereby amended to include the legal description of the Premises as shown on **Exhibit B-1** attached to this Amendment. All references to the term Premises in the Master Lease shall refer to the Premises as legally described in **Exhibit B-1**.

4. Effect of Amendment; Complete Agreement. Except as expressly set forth herein, all other terms and conditions of the Master Lease shall continue in full force and effect. In the event of a conflict in the terms of this Amendment and the Master Lease, the terms of this Amendment shall control. The Master Lease, as amended again by this Amendment, contains the entire agreement between the parties and supersedes any and all prior written and/or oral agreements.

5. Authority and Liability. Each Party warrants to the other that this Amendment has been duly authorized, executed and delivered by it, and it has the requisite power and authority to enter into this Master Lease and perform its obligations hereunder. Each Party covenants to provide the other with evidence of its authority and the authorization of this Amendment upon request.

6. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but which when taken together shall constitute one and the same instrument.

7. Partial Invalidity. If any term, covenant or condition of this Amendment or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Amendment, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term, covenant or condition of this Amendment shall be valid and be enforced to the fullest extent permitted by law.

[Signatures and acknowledgements on following pages.]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Effective Date.

LANDLORD:

HOUSING AUTHORITY OF THE CITY OF
VANCOUVER, a public body corporate and politic of
the State of Washington

By: _____
Name: Andy Silver
Its: Chief Executive Officer

TENANT:

CITY OF VANCOUVER, WASHINGTON
a Washington municipal corporation

By: _____
Name: _____
Its: _____

[SIGNATURE PAGE TO SECOND AMENDMENT TO AMENDED AND RESTATED MASTER
LEASE AGREEMENT – CONTINUES]

STATE OF WASHINGTON)
)
COUNTY OF CLARK)

This record was acknowledged before me on _____, 2024, by **Andy Silver**, as Chief Executive Officer of **Housing Authority of the City of Vancouver**, a public body corporate and politic of the State of Washington.

Notary Public for the State of Washington
Print name:_____
My commission expires:_____

STATE OF WASHINGTON)
)
COUNTY OF CLARK)

This record was acknowledged before me on _____, 2024, by _____, as _____ of the **City of Vancouver, Washington**, a Washington municipal corporation.

Notary Public for the State of Washington
Print name:_____
My commission expires:_____

[SIGNATURE PAGE TO SECOND AMENDMENT TO AMENDED AND RESTATED MASTER
LEASE AGREEMENT]

EXHIBIT B-1

Legal Description

FARMERS MARKET UNIT, ESTHER SHORT COMMONS, A CONDOMINIUM ACCORDING TO THE DECLARATION THEREOF RECORDED FEBRUARY 28, 2005, UNDER AUDITOR'S FILE NO. 3951870, AND SURVEY MAP AND PLANS RECORDED IN VOLUME 700 OF CONDOMINIUMS, PAGE 21 RECORDS OF CLARK COUNTY, WASHINGTON, AND ANY AMENDMENTS THERETO.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Stoel Rives LLP
600 University Street, Suite 3600
Seattle, WA 98101
Attention: Kate Mathews

TERMINATION OF SUBLEASE

Grantor:	CITY OF VANCOUVER, WASHINGTON, a Washington municipal corporation
Grantee:	VANCOUVER FARMERS MARKET ASSOCIATION, a Washington nonprofit corporation
Abbr. Legal Description:	Blk 32 & Ptn of Blk 40, Vol A., P. 84, Vancouver, Clark County, Washington. Complete legal description on <u>Exhibit A.</u>
Assessor's Tax Parcel ID No.:	49110002; 49110004; 49110006
Reference No.:	3810494; 3810495

TERMINATION OF SUBLEASE

THIS TERMINATION OF SUBLEASE (“**Termination**”) is made as of February __, 2024 (“**Effective Date**”), between the CITY OF VANCOUVER, a Washington municipal corporation (“**Sublandlord**”), and the VANCOUVER FARMERS MARKET ASSOCIATION, a Washington nonprofit corporation (“**Subtenant**”).

RECITALS

A. Sublandlord and Subtenant entered into that certain Sublease Agreement dated November 26, 2003 (the “**Sublease**”), pursuant to which Subtenant subleased from Sublandlord that certain real property in Vancouver, Washington, as legally described on **Exhibit A** attached hereto (“**Premises**”). Sublandlord and Subtenant acknowledge that the Subtenant signed the Sublease as “Vancouver Farmers Market.” All capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Sublease.

B. A Memorandum of the Sublease was recorded on April 6, 2004 under recording number 3810495 and a Consent to Sublease was recorded on April 6, 2004 under recording number 3810494 (collectively, “**Sublease Recorded Documents**”).

C. Sublandlord and Subtenant now desire to provide for the termination of the Sublease, on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration and in consideration of the covenants hereinafter set forth, Sublandlord and Subtenant agree as follows:

1. **Recitals.** The recitals above are incorporated as if set forth below.
2. **Termination.** Notwithstanding anything to the contrary, including without limitation, any provision of the Sublease, Subtenant never took possession of the Premises, and the Sublease was mutually terminated by Sublandlord and Subtenant with no further force or effect on or about August 31, 2007 (the “**Termination Date**”). Termination of the Sublease is hereby affirmed and ratified as of the Effective Date. As of the Termination Date, neither Sublandlord nor Subtenant had any rights or obligations accruing under the Sublease following such Termination Date, save and except for those rights and obligations that, by their nature, are intended to survive the termination or expiration of the Sublease. Notwithstanding the foregoing, Sublandlord and Subtenant shall be responsible for their respective obligations and liabilities under the Sublease, which obligations and liabilities were due and payable or performable or had accrued (whether or not either party had actual knowledge or notice of an accrued liability) prior to the Termination Date.
3. **Sublease Recorded Documents.** The Sublease Recorded Documents shall be terminated on the Effective Date.

[Signatures and acknowledgments on following pages.]

IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this Termination as of the date first set forth above.

SUBLANDLORD:

CITY OF VANCOUVER, WASHINGTON,
a Washington municipal corporation

By: _____
Name: _____
Its: _____

STATE OF WASHINGTON)
)
COUNTY OF CLARK)

This record was acknowledged before me on _____, 2024, by _____, as _____ of the **City of Vancouver, Washington**, a Washington municipal corporation.

Notary Public for the State of Washington
Print name: _____
My commission expires: _____

[SIGNATURE PAGE TO TERMINATION OF SUBLEASE – CONTINUES]

SUBTENANT:

VANCOUVER FARMERS MARKET ASSOCIATION,
a Washington nonprofit corporation

By: _____
Name: _____
Its: _____

STATE OF WASHINGTON)
)
COUNTY OF CLARK)

This record was acknowledged before me on _____, 2024, by _____, as _____ of
Vancouver Farmers Market Association, a Washington nonprofit corporation.

Notary Public for the State of Washington
Print name: _____
My commission expires: _____

[SIGNATURE PAGE TO TERMINATION OF SUBLEASE]

EXHIBIT A

Legal Description

ALL OF BLOCK 32 AND ALL, EXCEPT THE WEST 130 FEET, OF BLOCK 40, TOWN OF VANCOUVER, COMMONLY KNOWN AS WEST VANCOUVER, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME A OF PLATS, PAGE 84, RECORDS OF CLARK COUNTY, WASHINGTON.

TOGETHER WITH VACATED FRANKLIN STREET, FORMERLY "F" STREET, FROM THE NORTH LINE OF VACATED WEST 7TH STREET TO THE SOUTH LINE OF WEST 8TH STREET AND THE NORTH 40 FEET OF VACATED WEST 7TH STREET FROM THE WEST LINE OF ESTHER STREET, FORMERLY "E" STREET, TO A LINE PARALLEL WITH AND 130 FEET EAST OF THE EAST LINE OF GRANT STREET, FORMERLY "G" STREET.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Stoel Rives LLP
600 University Street, Suite 3600
Seattle, WA 98101
Attention: Kate Mathews

**TERMINATION AND RELEASE OF 2002 COMMUNITY DEVELOPMENT BLOCK
GRANT AGREEMENT**

Grantor: CITY OF VANCOUVER, WASHINGTON, a Washington
municipal corporation

Grantee: HOUSING AUTHORITY OF THE CITY OF VANCOUVER, a
public body corporate and politic of the State of Washington

Tax Parcel Number: 49110002, 49110004, 49110006

Reference No.: 3510237

**TERMINATION AND RELEASE OF 2002 COMMUNITY DEVELOPMENT BLOCK
GRANT AGREEMENT**

THIS TERMINATION AND RELEASE OF 2002 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT (the “**Termination**”) is made and entered into as of January 1, 2024, by and between the CITY OF VANCOUVER, a Washington municipal corporation (the “**City**”), and THE HOUSING AUTHORITY OF THE CITY OF VANCOUVER, a public body corporate and politic of the State of Washington (the “**Agency**”). The City and the Agency are collectively referred to herein as the “**Parties**.”

WHEREAS, the Parties entered into that certain 2002 Community Development Block Grant Agreement dated July 17, 2002 and recorded on September 6, 2002 under Clark County Recording Number 3510237 (the “**Agreement**”);

WHEREAS, the Parties agree that the Agency has made all payments due under the Agreement and that the terms of the Agreement no longer apply and therefore the Agreement should be terminated.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. The Parties agree that the Agreement is hereby terminated in its entirety and is no longer in force or effect.
2. This Termination shall be recorded in the Official Records of Clark County, Washington.
3. This Termination may be executed in counterparts, each of which shall be considered an original of the same instrument when each other Party has executed and delivered a counterpart.

[Signatures and acknowledgements on following pages.]

IN WITNESS WHEREOF, the Parties have each executed this Termination on the date written above.

CITY OF VANCOUVER, WASHINGTON,
a Washington municipal corporation

By: _____
Name: _____
Its: _____

STATE OF WASHINGTON)
)
COUNTY OF CLARK)

This record was acknowledged before me on _____, 2024, by _____, as
_____ of the **City of Vancouver, Washington**, a Washington municipal corporation.

Notary Public for the State of Washington
Print name: _____
My commission expires: _____

**HOUSING AUTHORITY OF THE CITY OF
VANCOUVER**, a public body corporate and politic of the State
of Washington

By: _____
Name: Andy Silver
Title: Chief Executive Officer

STATE OF WASHINGTON)
)
COUNTY OF CLARK)

This record was acknowledged before me on _____, 2024, by **Andy Silver**, as Chief
Executive Officer of **Housing Authority of the City of Vancouver**, a public body corporate and politic
of the State of Washington.

Notary Public for the State of Washington
Print name: _____
My commission expires: _____

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Stoel Rives LLP
600 University Street, Suite 3600
Seattle, WA 98101
Attention: Kate Mathews

APPOINTMENT OF SUCCESSOR TRUSTEE

Grantor:	CITY OF VANCOUVER, WASHINGTON, a Washington municipal corporation
Grantee:	CHICAGO TITLE COMPANY OF WASHINGTON, a Washington profit corporation
Abbr. Legal Description:	SW 1/4 of Section 27 T2 R1E WM.
Assessor's Tax Parcel ID No.:	49110002, 49110004, 49110006
Reference No.:	3572674

APPOINTMENT OF SUCCESSOR TRUSTEE

THE HOUSING AUTHORITY OF THE CITY OF VANCOUVER, a public body corporate and politic of the State of Washington, is the grantor, CHARTER TITLE CORPORATION, is the trustee, and the CITY OF VANCOUVER, a Washington municipal corporation, is the beneficiary under that certain deed of trust dated August 14, 2002, and recorded on January 16, 2003, under recording number 3572674, in the Official Records of Clark County, Washington (the "Deed of Trust").

The Deed of Trust gives the beneficiary the power to appoint a successor trustee.

The undersigned, who is the current beneficiary under the Deed of Trust, wishes to exercise its right to designate and appoint a successor trustee in the place and stead of the trustee named above.

NOW, THEREFORE, pursuant to the above-mentioned power and right conferred in said Deed of Trust, the undersigned hereby appoints CHICAGO TITLE COMPANY OF WASHINGTON, whose address is 655 W. Columbia Way, Suite 200, Vancouver, WA 98660, as successor trustee under the Deed of Trust; to have all of the powers of the original trustee, effective forthwith.

[Signature and acknowledgment on following page.]

IN WITNESS WHEREOF, the undersigned beneficiary has executed this Appointment of Successor Trustee as dated in the notary block below.

CITY OF VANCOUVER, WASHINGTON,
a Washington municipal corporation

By: _____
Name: _____
Its: _____

STATE OF WASHINGTON)
)
COUNTY OF CLARK)

This record was acknowledged before me on _____, 2024, by _____, as _____ of the **City of Vancouver, Washington**, a Washington municipal corporation.

Notary Public for the State of Washington
Print name: _____
My commission expires: _____

**REQUEST FOR
FULL RECONVEYANCE**

To Chicago Title Company of Washington:

The undersigned, the CITY OF VANCOUVER, a Washington municipal corporation (“**Beneficiary**”), is the legal owner and holder of the promissory note in the original sum of \$125,000.00 secured by that certain Deed of Trust dated August 14, 2002, in which THE HOUSING AUTHORITY OF THE CITY OF VANCOUVER, a public body corporate and politic of the State of Washington, is grantor and CHICAGO TITLE COMPANY OF WASHINGTON is trustee, filed for record on January 16, 2003, under recording number 3572674, records of Clark County, Washington (“**Deed of Trust**”). CHARTER TITLE CORPORATION was the original trustee under the Deed of Trust. CHICAGO TITLE COMPANY OF WASHINGTON became trustee under the Deed of Trust by that Assignment of Successor Trustee dated _____ and recorded on _____ under recording number _____, records of Clark County, Washington.

The note and all other indebtedness secured by said Deed of Trust having been fully satisfied, the note and Deed of Trust are herewith surrendered to you for cancellation and reconveyance.

You are therefore requested, upon payment of all sums owing to you, to reconvey without warranty, to the person(s) entitled thereto, the right, title, and interest now held by you thereunder.

Dated: February ____, 2024

[Signature and acknowledgement on following page.]

IN WITNESS WHEREOF, Beneficiary has executed this Request for Full Reconveyance on the date written above.

BENEFICIARY

CITY OF VANCOUVER, WASHINGTON,
a Washington municipal corporation

By: _____
Name: _____
Its: _____

STATE OF WASHINGTON)
)
COUNTY OF CLARK)

This record was acknowledged before me on _____, 2024, by _____, as _____ of the **City of Vancouver, Washington**, a Washington municipal corporation.

Notary Public for the State of Washington
Print name: _____
My commission expires: _____

Staff Report: 044-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/26/2024

SUBJECT Agreement In Principle between Clark County, the City of Vancouver and Columbia Resource Company

Key Points

- The City of Vancouver and Clark County have coordinated for over three decades on a variety of solid waste issues, including collaborating on the current 2006 transfer and disposal services contract with the owner and operator – Columbia Resource Company, which is anticipated to conclude in 2027. In advance of that City and County staff have partnered to negotiate a new contract.
- The Agreement In Principle captures key provisions for a future, new contract that is anticipated to replace the existing 2006 contract between Clark County and Columbia Resource Company. The City of Vancouver is an indirect party to the current contract and is anticipated to remain a limited third-party beneficiary and public agency partner to Clark County in the new contract.
- This coordinated effort is an efficient way for both the public and private parties to offer convenient and affordable disposal, recycling and other processing services to residents, businesses and self-haul customers across the region, while providing for appropriate future growth, resiliency and fiscal oversight and continuity in service in the next decade and a-half.

Strategic Plan Alignment

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

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

Climate and Natural Systems – Environmental stewardship and efforts to address climate change to ensure a sustainable future.

Present Situation***Background***

Efficient and effective solid waste handling and disposal is a critical priority for public health and community livability. Our region has a long history of leveraging public-private partnerships through long term waste disposal contracts to provide reliable solid waste transfer station and disposal services that are resilient, environmentally responsible and cost-effective. This system for solid waste handling is often less visible to the public, yet it has numerous connections and critical touchpoints for Vancouver, which City staff brought to the City Council for discussion at the August 14, 2023 Council Workshop.

At present, Clark County (County) contracts with Columbia Resource Company (CRC) for recycling, transfer, transport and out-of-county landfill disposal of the regional solid waste stream. The City of Vancouver (City) is a signatory to the contract particularly as relates to agreeing to direct waste generated within incorporated Vancouver city limits to the regional disposal system. The current contract has been amended and extended over the last 18 years, with the most recent amendment allowing an extension of the contract through December 31, 2027, to allow time for contract negotiations and to develop a new contract to replace the five-year extension.

In the August 2023 workshop, staff provided a primer on the status of contract negotiations and understandings reached to-date for a prospective future new contract between the parties: Clark County, Vancouver and CRC. Staff heard Council's support for Vancouver's continued participation in a regional solid waste transfer and disposal system managed by Clark County and governed by contract with the current owner and operator CRC.

Present Status

Detailed in the attached Agreement In Principle (AIP) is a framework for a new long-term contract that is structured in a Master Service Agreement (MSA) format with separate service assignments for A.1: Transfer Station ownership, O&M, waste transport and disposal, specified processing services with an optional performance-based extension, A.2: Existing Materials Recovery Facility (MRF) operation for up to 4 years, and A.3: Capital improvements program design-build.

The draft MSA and A.2 would allow for continued recyclables processing for up to 4 years, (2024-2027, 1-year option) at the current material recovery facility (MRF) located within the West Van Transfer station, in West Vancouver off Lower River Rd and west of the Port of Vancouver, and to allow for negotiations for a future new stand-alone MRF / recyclables processing facility contract to occur after execution of the transfer and disposal contract.

Key outcomes identified in the AIP and agreed to in negotiations between the County, City and CRC include:

- ***Dedicated funding to be used for current needs and future investments.*** Outlined in Exhibit A of the AIP is a dedicated financial commitment from CRC of \$50 million (in 2023 dollars) in the first four years of a new contract, with an additional \$13 million (2023 dollars) estimated funding in subsequent years of the new contract and optional extension years. These are contributions from the MSW Tip Fee and Contractor to be used for timely investment in capital improvement and select maintenance projects managed and approved by the County and City.
- ***Capital Improvement & Maintenance program*** for the existing three transfer station facilities and prospective fourth facility, which assures the new funding is used promptly for making necessary capital improvements at existing transfer stations and maintaining those assets into the future.
- ***Transparency & Accountability.*** Assurances to the public that there will be improved

Operations & Maintenance (O&M) standards and performance requirements and remedies for non-compliance or non-performance. Simplified and updated annual tip fee adjustment process as captured in the Exhibit B of the AIP is the agreed upon new “rate model” to be used for calculating and annually adjusting components of the Tip Fees set under the new contract.

- **System Resiliency.** In recognition of the essential role in protecting public health and the environment, there are additional measures to provide resiliency and plan for major system impacts and natural disasters through provisions for Alternative Methods and Uncontrollable Circumstances, as well as adding additional waste containers and equipment to replace old equipment and increase capacity for handling MSW tonnage growth and diversion of curbside and commercial organics and food waste, wood and C&D waste materials from, and recognition of the new state Organics Management Law that requires diversion of organic materials from the landfill from many of the region’s incorporated cities and urban growth areas.
- **Public Ownership/Purchase Option.** Preserves the option for public ownership that is in the current disposal contract with CRC, and specifically includes that the County, or County successor – to be defined and established – as a future public entity has the option to purchase of the transfer station facilities, retaining the option to purchase the existing three transfer stations, including the two serving Vancouver (West Van and Central for \$1 dollar each) after the initial term and to allow for the County, City and regional cities and town to finalize work to develop a future public ownership model for the regional system.

Next Steps

City and County staff are requesting City Council’s approval to enter into the Agreement In Principle. Accordingly, the City would agree to the terms in the AIP that are also included in the draft MSA. Upon City Council’s approval the AIP, the agreement is scheduled to be brought to Clark County Council on February 27, 2024, for review and motion consideration.

Staff anticipate bringing forward the proposed MSA for both City and County Council consideration and final approval in the second quarter of 2024. Additional negotiations are currently underway to address remaining outstanding terms which will be formalized in the proposed MSA expected to begin no later than June 1, 2024.

Advantage(s)

1. Continues the City’s Host Fee for West Van between Columbia Resource Company and the City.
2. Keeps system tipping fees low as a result of a long-term guarantee of waste flow.
3. Further positions Vancouver’s role as a key participant in the regional solid waste transfer and disposal system and carries forward the purchase option of existing transfer facilities.
4. Secures funding for capital improvement and maintenance services.

Disadvantage(s)

The City of Vancouver loses some autonomy by committing to participate in a regional system; however, the community gains financial and environmental benefits by sharing in the costs and operation of a regional system inclusive of the unincorporated and urban growth areas serving all seven area cities and towns in the County.

Budget Impact

This proposed Agreement in Principle will not have different budgetary impacts than under the current contract, however the proposed MSA is anticipated to contain key provisions and updates that may result in impacts to Vancouver customer rates anticipated to take effect in 2025. Any budgetary impact to Vancouver would be incorporated into the development and adoption of the 2025-26 biennial budget and addressed in the 2025 Solid Waste Rate Setting process that are both anticipated to be brought to Council in October or November 2024.

Prior Council Review

City Council Workshop, August 14, 2023.

Action Requested

Authorize the City Manager, or designee, to sign the Agreement In Principle between Clark County, the City of Vancouver and Columbia Resource Company.

Julie Gilbertson, Solid Waste Supervisor, 360-487-7162

ATTACHMENTS:

- ▣ Agreement In Principle
- ▣ AIP Exhibit A
- ▣ AIP Exhibit B
- ▣ Timeline

AGREEMENT IN PRINCIPLE
HDC.2026
between
CLARK COUNTY
P.O. Box 9825, Vancouver, WA 98666
and
CITY OF VANCOUVER
P.O. Box 1995, Vancouver, WA 98666
and
COLUMBIA RESOURCE CO., L.P.
6601 NW Old Lower River Road, Vancouver, WA 98660

Purpose:	Establish the basic understandings and agreements related to the potential binding contract for solid waste transfer, transportation, disposal and recycling services as of date of execution
Agreement Name:	CCPH CRC COV Agreement in Principle HDC.2026
Agreement Period:	February 1, 2024 - ongoing until a binding contract is executed

Clark County Contacts		
Program	Fiscal	Agreement
Joelle Loescher 564.397.8126 Joelle.Loescher@clark.wa.gov	Kayla Mobley 564.397.8235 Kayla.Mobley@clark.wa.gov	Rebecca Addington 564.397.8415 GCT@clark.wa.gov

City of Vancouver Contacts		
Program	Fiscal	Agreement
Julie Gilbertson 360.487.7162 julie.gilbertson@cityofvancouver.us	Shannon Turk 360.487.7132 shannon.turk@cityofvancouver.us	Anna Vogel 360.487.8429 anna.vogel@cityofvancouver.us

Contractor Contacts		
Program	Fiscal	Agreement
Derek Ranta 503.884.9332 derek.ranta@wasteconnections.com	Jason Hudson 503.884.9332 jason.hudson@wasteconnections.com	Derek Ranta 503.884.9332 derek.ranta@wasteconnections.com

This agreement in principle (this “AIP”) is entered into this first day of February, 2024 between CLARK COUNTY, a political subdivision of the state of Washington, hereinafter referred to as COUNTY, CITY OF VANCOUVER, a municipal corporation of the state of Washington, hereinafter referred to as CITY, and COLUMBIA RESOURCE CO., L.P., hereinafter referred to as CRC. COUNTY, CITY, and CRC are together hereinafter referred to as PARTIES.

By signing below, the PARTIES agree to all terms and conditions of this AIP and further agree that the terms and conditions of that certain memorandum of agreement by and between the PARTIES hereto dated December 8, 2022 are null and void.

CITY OF VANCOUVER:

Eric Holmes, _____ Date _____
City Manager

CLARK COUNTY:

Kathleen Otto, _____ Date _____
County Manager

COLUMBIA RESOURCE CO., L.P.:

Dan Schooler 02/02/24

 Dan Schooler, Date
 Western Region Vice President

APPROVED AS TO FORM ONLY:

Amanda Migchelbrink 02/02/24
Amanda Migchelbrink, Date
Deputy Prosecuting Attorney

Jonathan Young, _____ Date
City Attorney

TERMS AND CONDITIONS

1. Mutual Agreements. It is mutually agreed and understood by and among the PARTIES, that:
 - 1.1. **In regard to contract term:**
 - 1.1.1. If negotiations are successful, the COUNTY and CRC intend to terminate the 5-year extension of the 2006 contract (Current Contract) and the PARTIES intend to enter into a new master services agreement (MSA) with independent scopes of work, hereinafter collectively referred to as New Contract, effective date no later than June 1, 2024. It is mutually agreed and understood by and among the PARTIES that the scopes of work upon the commencement date shall include the following:
 - 1.1.1.1. Regional Solid Waste System Transfer Services, Transport Services, Solid Waste Disposal Services, and Organics, Yard Waste, Hazardous Waste, and Other Specified Recycling Services (A.1).
 - 1.1.1.2. Recyclables Processing Services (A.2).
 - 1.1.1.3. Regional Solid Waste System Capital Improvements Services (A.3).
 - 1.1.2. The PARTIES agree the MSA independent scopes of work shall have the same commencement date but may have different expiration dates pursuant to the New Contract.
 - 1.1.3. It is mutually agreed and understood by and among the PARTIES that in regard to A.1, the following is the contract term:
 - 1.1.3.1. The initial contract term shall expire at 11:59 PM, PST on December 31, 2032, unless terminated pursuant to the MSA.
 - 1.1.3.2. Upon expiration of A.1's initial contract term and satisfaction of performance requirements that are being determined through negotiations, the PARTIES intend to execute an extension for A.1 for providing regional solid waste system transfer services, transport services, solid waste disposal services, and organics, yard waste, hazardous waste, and other specified recycling services.
 - 1.1.3.3. The PARTIES agree the extension for A-1 shall be equal to 5 years plus the lesser of 6 months or total months from January 2024 to execution of the New Contract.
 - 1.1.3.4. In consideration for the extension for A.1, CRC shall waive any increase in tip fee under the New Contract excluding as specified in Section 1.11.
 - 1.1.4. It is mutually agreed and understood by and among the PARTIES that in regard to A.2, the following is the contract term:
 - 1.1.4.1. The initial contract term shall expire at 11:59 PM, PST on December 31, 2027 unless terminated pursuant to the MSA.
 - 1.1.4.2. Upon successful negotiations between the PARTIES for recyclables processing services at a new private Materials Recovery Facility (MRF), the COUNTY, CITY or COUNTY successor may execute a 1-year extension for A.2 for recycling processing center services at the current or an interim MRF.
 - 1.1.4.3. In consideration for the extension included in A.1, CRC agrees to maintain the current processing fee calculation while operating the current MRF under the New Contract for A.2 but excluding adjustments as specified in Section 1.11.
 - 1.1.5. It is mutually agreed and understood by and among the PARTIES that in regard to A.3, the following is the contract term:

- 1.1.5.1. The initial contract term shall expire at 11:59 PM, PST on December 31, 2032 unless terminated pursuant to the MSA.
- 1.1.5.2. Upon extension of A.1, the PARTIES intend to execute an extension for same time period as the A.1 extension for A.3 for regional solid waste system capital improvements services.
- 1.1.6. The PARTIES may amend the MSA to include additional scopes of work for other Regional Solid Waste System Transfer Services; Transport Services, Solid Waste Disposal Services; Recycling, Organics, Yard Waste, Hazardous Waste, and other Material Processing Services; and Regional Solid Waste System Capital Improvements Services.

1.2. In regard to funding for capital improvements:

- 1.2.1. The COUNTY established the Regional Solid Waste System Fund (RSWSF) exclusively for Regional Solid Waste System investments.
- 1.2.2. Upon execution of the AIP, CRC shall deposit monthly the RSWSF contribution in accordance with Exhibit A for all MSW and Drop Box tonnage received beginning January 1, 2023 through the effective date of the New Contract, into a money market account owned by CRC and approved by the COUNTY.
- 1.2.3. Within 10 business days of execution of the New Contract, CRC shall deposit the \$10,000,000 in accordance with Exhibit A as required for the commencement date into the RSWSF managed by the COUNTY and the Designated Capital Improvement and Maintenance Restricted Fund (DCIMRF) managed by CRC.
- 1.2.4. In January of 2025, CRC shall transfer any and all remaining funds in the money market, including interest accrued, into the RSWSF managed by the COUNTY.
- 1.2.5. Upon execution of the New Contract, CRC shall deposit monthly the RSWSF contribution in accordance with Exhibit A for all MSW and Drop Box tonnage received beginning from execution of the New Contract through expiration of the New Contract including any extension thereof directly into the RSWSF subject to the limitations noted in Section 1.2.7. The PARTIES mutually agree any and all funds, including interest accrued, in the RSWSF are COUNTY funds.
- 1.2.6. Upon execution of the New Contract, CRC shall deposit in accordance with the amount and schedule established in Exhibit A the DCIMRF contribution. The PARTIES mutually agree any and all funds, including interest accrued, in the DCIMRF shall be exclusively used for approved capital improvements and select maintenance projects per Section 1.9.2. The PARTIES mutually agree that no funds shall be withdrawn from the DCIMRF without prior written signatory approvals from the COUNTY and CITY. The PARTIES agree the COUNTY and CITY shall have the right to check the balance of the fund. In addition, the PARTIES mutually agree the COUNTY and CITY shall have the right to call on funds currently in or designated for deposit into the DCIMRF and direct CRC to instead transfer and deposit such funds into the RSWSF if CRC has misappropriated any funds per A.1.
- 1.2.7. CRC shall deposit funds into the DCIMRF and RSWSF in accordance with Exhibit A including, but not limited to, cumulative contribution not to exceed \$50 million (2023 dollars) between calendar years 2024 through 2027.
- 1.2.8. The per ton contribution for all MSW and Drop Box tonnage shall be annually adjusted starting January 1, 2024 through expiration of the New Contract based CPI model set forth in the New Contract.
- 1.2.9. CRC shall deposit \$15 per ton (2023 dollars) for all MSW and Drop Box tonnage received beginning from execution of the New Contract into the RSWSF.

- 1.2.10. CRC shall provide assurances upon signing of the AIP, via mutually agreed upon means such as a corporate guarantee by Waste Connections US Holdings, Inc. (WC), for scheduled additional DCIMRF and RSWSF contribution deposits by CRC not to exceed \$50 million (2023 dollars).
- 1.2.11. CRC shall deposit \$7 per ton (2023 dollars) for all MSW and Drop Box tonnage received beginning 2028 through expiration of the New Contract including any extension thereof into the RSWSF.
- 1.2.12. The COUNTY, with advisory input from CRC, will implement the capital improvements. The COUNTY will manage the timing and process for implementation of the capital improvements.
- 1.2.13. The COUNTY's intent is for CRC to serve in an "owner" role for design and construction contracts under A.3 for the capital improvements until such time as the COUNTY, or COUNTY successor assumes ownership of such transfer stations. The COUNTY's involvement will include defining and approving project design criteria and the bridging documents for design build projects.
- 1.2.14. CRC will provide "open book" record keeping and reporting for design and construction contracts.

1.3. In regard to ownership of Transfer Stations:

- 1.3.1. CRC will maintain ownership of the existing three transfer station sites (i.e., Central, West Van and Washougal) for the A.1 initial contract term or unless authorized pursuant to the MSA.
- 1.3.2. The PARTIES agree the COUNTY followed by the COUNTY successor shall own any future to-be-built transfer station site.
- 1.3.3. Effective December 31, 2032, the COUNTY shall have the first right to purchase followed by the COUNTY successor to purchase one or both the Central and West Van transfer station sites for a purchase price of one dollar (\$1) per transfer station site, and the City of Washougal shall have the first right to purchase followed by the COUNTY followed by the COUNTY successor to purchase the Washougal transfer station site for the purchase price specified in a separate 2005 agreement between the City of Washougal and its contractor.
- 1.3.4. The COUNTY and CITY are committed to public ownership of the existing Central Transfer, West Van, and any future to-be-built transfer station(s) (excluding the existing transfer station in Washougal). These parties, along with any other municipal entity within the COUNTY that chooses to participate, will create a regional, multi-jurisdictional entity COUNTY successor to own and provide solid waste disposal and transfer services to those participating jurisdictions. As a statement of intent, both the COUNTY and CITY assert their strong preference for regional-entity ownership by a COUNTY successor, and that ownership by COUNTY or CITY is disfavored.
- 1.3.5. In furtherance of this, the COUNTY and CITY shall negotiate the terms of an interlocal agreement pursuant to chapter 39.34 RCW that identifies a statutory mechanism for formation of the entity to be the COUNTY successor, a general initial framework for shared, representational governance by all participating jurisdictions, and establishes a transparent and accountable timeline for formation of the entity by December 31, 2029.
- 1.3.6. In the event the COUNTY, CITY, and other participating jurisdictions are unable to form this anticipated regional entity by December 31, 2030, the COUNTY and CITY agree to meet and determine in good faith how one or both entities will

temporarily own and govern the solid waste transfer facilities until such time as the regional entity can be formed and become operational, which is not anticipated to take longer than 24 months.

- 1.3.7. The optional 5-year contract extension of A.1 will not be contingent on CRC continuing to own the existing transfer stations.

1.4. In regard to Materials Recovery Facility (MRF):

- 1.4.1. DCIMRF and RSWSF funds will not be invested in current or new MRF.
- 1.4.2. CRC will be solely responsible for maintaining the current MRF related to operation of current MRF.
- 1.4.3. If negotiations are successful as to recyclables processing services at a new MRF, it is mutually agreed and understood by and among the PARTIES that:
- 1.4.3.1. The PARTIES intend to execute a separate services contract for recyclables processing services at a new MRF.
- 1.4.3.2. CRC shall be solely responsible for all costs associated with the new MRF.
- 1.4.3.3. PARTIES acknowledge that negotiation of a new recyclables processing services contract (A.4) at a new privately-owned MRF shall commence immediately following execution of the New Contract and will be completed no later than one year later. If negotiations are unsuccessful or extend beyond one year after execution of the New Contract, the COUNTY and CITY will proceed with competitive procurement of recyclables processing at a new MRF. If negotiations are successful, CRC shall commit to a “no later than” date for acquisition or lease of property, completion of permitting, and commencement of construction for the new MRF within 2 years of execution of A.4.
- 1.4.3.4. CRC shall commit to a “no later than” date for start of operations of the new MRF.
- 1.4.3.5. PARTIES agree that “no later than” dates as referenced in 1.4.3.3 and 1.4.3.4 shall be subject to uncontrollable circumstances provision as defined in Section 1.5 and other delays outside of CRC’s control approved by COUNTY, including permitting delays, and availability of suitable property.
- 1.4.3.6. In regard to new MRF financial/fee structure, the PARTIES shall continue negotiations.

1.5. In regard to uncontrollable circumstance:

- 1.5.1. The PARTIES agree an Uncontrollable Circumstance Event means the following:
- 1.5.1.1. riot,
- 1.5.1.2. war,
- 1.5.1.3. civil disturbance,
- 1.5.1.4. insurrection,
- 1.5.1.5. act of terrorism,
- 1.5.1.6. local impacts caused by an epidemic or pandemic including restrictions imposed by governmental authorities in response thereto,
- 1.5.1.7. landslide,
- 1.5.1.8. wildfires,
- 1.5.1.9. volcanic eruption,
- 1.5.1.10. earthquake,
- 1.5.1.11. flood
- 1.5.1.12. FEMA declared disaster at or near a Facility,

- 1.5.1.13. simultaneous shutdowns of roadways and waterways as a result of 1.5.1.1 thru 1.5.1.12 above, or
- 1.5.1.14. Other events that are:
 - 1.5.1.14.1. Similar in nature of 1.5.1.1 thru 1.5.1.12 above and meet the criteria set forth in the New Contract; and
 - 1.5.1.14.2. Approved by the COUNTY, acting reasonably, to be included as an Uncontrollable Circumstance Event.
- 1.5.1.15. The PARTIES agree an Uncontrollable Circumstance Event shall not include any other events other than those listed above.
- 1.5.2. Upon PARTIES mutual agreement of the occurrence of an Uncontrollable Circumstance, the PARTIES agree the CRC shall not receive additional compensation for any such increase in the CRC's direct costs of services resulting from such Uncontrollable Circumstance if such direct costs are less than 4% of the then current tip fees over a consecutive three (3) month period.
- 1.5.3. Upon PARTIES mutual agreement of the occurrence of an Uncontrollable Circumstance, the PARTIES agree the COUNTY or COUNTY successor reserves the right to purchase the facilities affected by the Uncontrollable Circumstance if any such estimated increase in the tip fees resulting from such Uncontrollable Circumstance is more than 25% of the then current tip fees over a consecutive twelve (12)-month period.

1.6. In regard to alternative methods:

- 1.6.1. CRC will not implement alternate methods (i.e., transport to Wasco) without prior written notice to the County Contract Representative.
- 1.6.2. The PARTIES will develop a contingency plan to include timeline and process for transitioning from primary to back-up plan.
- 1.6.3. The PARTIES agree that transitioning from primary to back-up plan may be applicable to one, multiple, or all Regional Transfer Stations.
- 1.6.4. If the barge system goes down, CRC will not transition to back-up plan until after two days of storage of MSW and Drop Box tonnages at Regional Transfer Stations or barge loading site are utilized, unless the initial assessment indicates the barge system will be closed longer than two days. CRC will work with subcontractors to best utilize storage equipment. This flexibility will ensure that containers loaded with MSW are not being stored longer than necessary.
- 1.6.5. If a compactor goes down, CRC will immediately transition to back-up plan for the facility impacted and promptly notify the COUNTY of such. CRC will discontinue utilizing the back-up plan as soon the compactor is repaired.

1.7. In regard to storage equipment:

- 1.7.1. CRC shall be solely responsible for any and all costs in the provision of transport equipment in sufficient quantities to facilitate the successful performance of the New Contract except as specified herein.
- 1.7.2. CRC shall comply with the minimum transport equipment requirements and condition specified in A.1 including, but not limited to, provision of 492 containers and 20 possum belly/compactor trailers at the commencement date of the New Contract.
- 1.7.3. The PARTIES agree the minimum transport equipment requirements shall be increased annually based on any increase in solid waste outbound tonnages accepted from the prior July 1st to June 30th. The PARTIES agree the minimum transport

equipment requirements shall not be decreased unless approved by the COUNTY in its sole discretion.

- 1.7.4. CRC shall procure additional storage equipment (containers, trailers, etc.) within three months of execution of the New Contract unless CRC provides justification such is not feasible or a longer period is agreed to in writing by the PARTIES.
- 1.7.5. In subsequent years of the New Contract, CRC shall procure additional storage equipment (containers, trailers, etc.) by April 1st unless CRC provides justification such is not feasible, materially increases cost (bulk order containers), or a longer period is agreed to in writing by the PARTIES.
- 1.7.6. CRC shall be solely responsible for all costs related to future adjustments to the storage equipment requirement.

1.8. In regard to Pollution Liability Self-Insurance Fund (PLF):

- 1.8.1. The PARTIES agree to release the PLF at the commencement date of the New Contract for the purchase of additional containers to be owned and maintained by CRC or its subcontractors. This purchase represents a portion of the storage equipment requirement specified in paragraph 1.7.1 above.
- 1.8.2. The PARTIES agree the PLF, less any payment under paragraph 1.8.3, shall be used to purchase new and used storage equipment as mutually agreed to by PARTIES for the system. The PARTIES estimate this shall include:
 - 1.8.2.1. 102 sealed containers (compactor);
 - 1.8.2.2. 4 chassis;
 - 1.8.2.3. 1 tractor;
 - 1.8.2.4. 10 possum belly/compactor trailers;
 - 1.8.2.5. 50 open top intermodal (top load) (used); and
 - 1.8.2.6. 2 50-yard open top (organics waste transport) trailers.

The PARTIES agree the above are the estimated counts. PLF funds shall be used to purchase storage equipment, the quantities and type to be mutually agreed upon, within the PLF allocation.

- 1.8.3. The PARTIES agree to release funds equal to the remaining balance of the Additional Work as of end of Current Contract from the PLF as final compensation for any and all approved or pending Additional Work under the Current Contract with CRC. As a result, the PARTIES mutually agree the Additional Work (\$0.51 per ton) in the MSW and Drop Box tip fees shall be removed entirely effective upon execution of the New Contract.
- 1.8.4. CRC or its subcontractor shall be responsible for any and all site improvements or rental requirements for storage of all storage equipment.
- 1.8.5. CRC will ensure Finley Buttes Landfill will be open for Saturday service as needed at no cost to the system.

1.9. In regard to facility maintenance requirements:

- 1.9.1. Upon execution of the New Contract, the PARTIES agree to reimburse CRC from the RSWSF or DCIMRF, to be determined by the COUNTY, for approved resurfacing/paving within Regional Transfer Station Sites related to the routine wear and tear of transfer station operations that occurred from January 1, 2023 thru the commencement date of the New Contract.
- 1.9.2. For the term of the New Contract and any extension, CRC will be solely responsible for all maintenance services and costs related to Regional Transfer Station facility maintenance, servicing and renewal and replacement, including routine and non-routine, except as specified in 1.9.2.

- 1.9.3. For the term of the New Contract and any extension, the COUNTY or COUNTY successor shall be solely responsible for all costs related to only the following provided such has been maintained in compliance with manufacture instructions and recommendations:
 - 1.9.3.1. Replacement of solid waste compactors;
 - 1.9.3.2. Replacement of truck scales;
 - 1.9.3.3. Replacement of compactor infeed conveyer;
 - 1.9.3.4. Replacement of compactor main cylinder;
 - 1.9.3.5. Resurfacing/paving within Regional Transfer Station Sites related to the routine wear and tear of transfer station operations; and
 - 1.9.3.6. Other major items that are:
 - 1.9.3.6.1. Identified in the Capital Improvement Plan or during Triennial Inspections; and
 - 1.9.3.6.2. Approved by the COUNTY and CITY to be paid by the COUNTY from the RSWSF.
- 1.9.4. Due to RSWSF fund restrictions, COUNTY and CITY agree to allocate (\$0.51 per ton) within the MSW and Drop Box tip fees as the COUNTY's and CITY's contribution to maintenance services and costs and such allocation shall be implemented effective upon execution of the New Contract.
- 1.9.5. The COUNTY will pay for triennial facility inspections by a third party consultant. The first inspection will occur in the fourth quarter of 2023 or first quarter of 2024. The results of the inspections will be advisory and the PARTIES will discuss and agree on what maintenance deficiencies, if any, will be corrected and paid for consistent with 1.9.1 and 1.9.2. Correction work will be carried out and paid for on a schedule agreed by the PARTIES.
- 1.9.6. No later than ninety (90) calendar days of the 2023 triennial facility inspection report, CRC will submit a draft Regional Transfer Station facility maintenance schedule for all building and fixed equipment elements by facility that will identify (i) all maintenance inspections and servicing and (ii) all anticipated renewal and replacements and resurfacing/paving consistent with Section 1.9.2. COUNTY and CITY will review and comment on the maintenance schedule.
- 1.9.7. CRC will make available for inspection by the COUNTY, CITY and third-party consultant a record of maintenance activity (inspections, servicing, preventive maintenance and renewal and replacements) completed during the previous calendar year. CRC shall provide prompt access to the COUNTY, CITY, and consultant to review such records.

1.10. In regard to hours of operation at transfer stations:

- 1.10.1. The PARTIES agree that the hours of operations at transfer stations shall remain consistent with the Current Contract:
 - 1.10.1.1. Excluding Household Hazardous Waste, the PARTIES agree that the receiving services hours of operation at transfer stations, excluding Washougal transfer station, shall be from 6:00 A.M. to 6:00 P.M., Pacific Time on Monday, Tuesday, Wednesday, Thursday and Friday and from 8:00 A.M. to 4:00 P.M., Pacific Time on Saturday at both Central and West Van transfer stations, and from 8:00 A.M. to 4:00 P.M., Pacific Time on Sunday at Central transfer station.
 - 1.10.1.2. Excluding Household Hazardous Waste, the PARTIES agree that the receiving services hours of operation at Washougal transfer station shall be

from 7:00 A.M. to 5:00 P.M., Pacific Time on Wednesday and Friday and from 8:00 A.M. to 4:00 P.M., Pacific Time on Saturday.

- 1.10.1.3. For Household Hazardous Waste, the PARTIES mutually agree that the receiving services hours of operation at transfer stations, excluding Washougal transfer station, shall be from 8:00 A.M. to 4:00 P.M., Pacific Time on Friday, Saturday and Sunday at Central transfer station and from 8:00 A.M. to 4:00 P.M., Pacific Time on Friday and Saturday at West Van transfer station. For Household Hazardous Waste, the PARTIES mutually agree that the receiving services hours of operation at Washougal transfer station shall be 8:00 A.M. to 4:00 P.M., Pacific Time on the first and third Saturday of every month.

- 1.10.2. The PARTIES may evaluate implementation of a minimum fee for disposal of solid waste at the transfer stations. If the PARTIES agree to implement the minimum fee in the New Contract and such minimum fee is approved by the Clark County Council, it is mutually agreed and understood by and among the PARTIES that the days and hours of operation and services at transfer stations may be expanded.

1.11. In regard to fee adjustments:

- 1.11.1. The PARTIES agree that all fees will remain fixed except as provided herein or with written authorization from the County Contract Representative.
- 1.11.2. CRC will charge fees in accordance with the New Contract and CRC will not charge any fees other than those specifically authorized in the New Contract.
- 1.11.3. CRC will pay fees to Cities, County, and State in accordance with the New Contract.
- 1.11.4. The PARTIES agree all fees will be adjusted, increased or decreased, in accordance with the New Contract.
- 1.11.5. The PARTIES agree that the annual adjustment shall apply to the following fees only:
 - 1.11.5.1. MSW and Drop Box tip fees (Transfer and Disposal fee and Transport fee components), Special Waste tip fees (Yard Waste/Wood Waste, Organics, White Goods Freon Baring, White Goods Non-Freon Baring, Asbestos, and Tires), and
 - 1.11.5.2. Other Fees (Administrative/Regulatory fee and Host fee). Excluding the Transport fee, the PARTIES agree that the fees are subject to the annual adjustment shall be based on a CPI Adjustment set forth in the New Contract.
- 1.11.6. The PARTIES agree that the annual adjustment to the Transport fee will be based on a blended and weighted CPI and Fuel Index Adjustment.
- 1.11.7. The PARTIES agree that the Fuel Index shall be PADD 5 or a successor index produced by the United States government.
- 1.11.8. The PARTIES agree that the annual adjustment for the MSW and Drop Box tip fees shall be in accordance with Exhibit B.
- 1.11.9. In addition to the annual adjustment to the Transport fee contemplated in 1.11.6 above, the PARTIES agree to an additional one-time adjustment to the Transport fee.
- 1.11.10. The PARTIES agree the one-time adjustment to the Transport fee will at the COUNTY's and CITY's sole discretion be implemented in 2025 rates. The PARTIES agree the one-time adjustment will be applied after CPI adjustments to the Transport fee for 2025 rates.

1.11.11. In regard to other fee adjustments, such as hardship, the PARTIES will continue negotiations.

1.11.12. In regard to other fee adjustments from subcontractors requested during negotiations, the PARTIES agree such are declined and excluded from the New Contract.

1.12. In regard to bonding and Irrevocable Letter of Credit requirements, the PARTIES agree:

1.12.1. Excluding A.3, CRC shall maintain the bond in an amount equal to \$2,000,000.00 and an Irrevocable Letter of Credit equal to twenty-five percent (25%) of the total revenues received by CRC estimated for the initial year of the New Contract for the previous year of operations for all years excluding the initial year.

1.12.2. Excluding A.3, the bond shall be issued for a period of not less than one (1) year; CRC shall provide a new bond, or evidence satisfactory to the COUNTY and CITY of the bond's renewability, at least one hundred eighty (180) calendar days before the bond then in effect expires.

1.12.3. For A.3, CRC shall maintain the bond in an amount and for a period as specified in A.3.

2. Consent and Understanding. This AIP contains a complete and integrated understanding of the agreement between the PARTIES and supersedes any understandings, agreement or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both PARTIES including, without limitation, that certain memorandum of agreement by and between the PARTIES hereto, dated December 8, 2022.
3. Effective Date. This AIP shall commence on the date of execution of this AIP and will continue until the earlier of June 1, 2024 or such time as a binding New Contract is executed.
4. Limitation of Liability. No rights or limitation of rights shall arise or be assumed between the PARTIES as a result of the terms of this AIP.

Exhibit A: Capital Fund Calculator

	Note	Commencement Date	Yr 1 2024	Yr 2 2025	Yr 3 2026	Yr 4 2027	Yr 5 2028	Yr 6 2029	Yr 7 2030	Yr 8 2031	Yr 9 2032	Conditional Extension 2033 thru Termination
Contract Year												
MSW Tip Fee	A	\$ 111.94	\$ 111.94	\$ 111.94	\$ 111.94	\$ 111.94	\$ 111.94	\$ 111.94	\$ 111.94	\$ 111.94	\$ 111.94	TBD
CPI Adjustment (actual to be entered)			6.55%									
Portion of MSW Tip Fee Directed to RSWSF (2023 dollars)	B	\$ 15.00	\$ 15.98	\$ 15.98	\$ 15.98	\$ 15.98	\$ 7.07	\$ 7.07	\$ 7.07	\$ 7.07	\$ 7.07	\$ 7.07
MSW Tip Fee Less Portion Directed to RSWSF		\$ 96.94	\$ 95.96	\$ 95.96	\$ 95.96	\$ 95.96	\$ 104.87	\$ 104.87	\$ 104.87	\$ 104.87	\$ 104.87	TBD
Guaranteed Minimum Contractor Contribution (2023 dollars)	C	\$ 10,000,000	\$ 10,000,000	\$ 10,655,000	\$ 10,655,000	\$ 10,655,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CPI Adjustment (actual to be entered)			6.55%									
Guaranteed Minimum Contractor Contribution (2023 dollars)	C	\$ 10,000,000	\$ 10,655,000	\$ 10,655,000	\$ 10,655,000	\$ 10,655,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated Additional DCIMRF Contribution	D	\$ 4,200,000	\$ 4,195,737	\$ 4,079,470	\$ 3,961,110	\$ 3,840,620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSW and Drop Box Annual Tonnage Calendar Year		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Year
Estimated Tonnage Growth (actual to be entered)			1.8%	1.8%	1.8%	1.8%	1.8%	1.8%	1.8%	1.8%	1.8%	TBD
Estimated Actual Tonnage (to be adjusted annually)	E	397,000	404,146	411,421	418,826	426,365	434,040	441,852	449,806	457,902	466,144	TBD
Estimated Tip Fee Directed to RSWSF (2023 dollars)	E	\$ 5,800,000	\$ 6,459,263	\$ 6,575,530	\$ 6,693,890	\$ 6,814,380	\$ 3,066,707	\$ 3,121,908	\$ 3,178,102	\$ 3,235,308	\$ 3,293,544	TBD
Payment Due Date to RSWSF	F	Execution of Contract	See Note F	See Note F	See Note F	See Note F	See Note F	See Note F	See Note F	See Note F	See Note F	See Note F
Estimated Additional DCIMRF Contribution	E	\$ 4,200,000	\$ 4,195,737	\$ 4,079,470	\$ 3,961,110	\$ 3,840,620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Due Date to DCIMRF	D	Execution of Contract	See Note D	See Note D	See Note D	See Note D	See Note D	See Note D	See Note D	See Note D	See Note D	See Note D
Cumulative Contractor Contribution		\$ 10,000,000	\$ 20,655,000	\$ 31,310,000	\$ 41,965,000	\$ 52,620,000	\$ 55,686,707	\$ 58,808,615	\$ 61,986,717	\$ 65,222,025	\$ 68,515,569	TBD

Table Notes

- A:** Current MSW tip fee effective January 1, 2024 as defined in A.1. Approved MSW tip fee as defined in A.1 shall be used for 2025 through the expiration of Contract.
- B:** Regional Solid Waste System Fund (RSWSF) contribution as defined in MSA. Upon execution of the New Contract, Contractor will contribute (i) an estimated lump sum payment of \$5,800,000 into the RSWSF; (ii) an estimated lump sum payment of \$4,200,000 into the DCIMF; and (iii) a per ton RSWSF contribution for monthly tonnages from January 1, 2024 through the commencement date into the RSWSF. Upon execution of the New Contract, Contractor’s per ton contribution that shall be for monthly tonnages through the contract expiration date to RSWSF as defined in A.1 except as otherwise specified in Agreement in Principle. Per ton Contractor RSWSF contribution shall be annually adjusted starting January 1, 2024, and every January 1, thereafter by 100% of CPI (first-half to first-half) computed by the United States Department of Labor, Bureau of Labor Statistics, for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue Area. Should the CPI decrease any year, the Guaranteed Minimum Contractor Contribution shall remain fixed and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual fee adjustment in subsequent years until any and all CPI decreases are fully accounted. The per ton Contractor RSWSF contribution has been adjusted for 2024 as shown above.
- C:** Guaranteed Minimum Contractor Contribution shall be annually adjusted starting January 1, 2024 by 100% of CPI (first-half to first-half) computed by the United States Department of Labor, Bureau of Labor Statistics, for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue Area. Should the CPI decrease any year, the Guaranteed Minimum Contractor Contribution shall remain fixed and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual fee adjustment in subsequent years until any and all CPI decreases are fully accounted. The Guaranteed Minimum Contractor Contribution has been adjusted for 2024 as shown above.
- D:** Designated Capital Improvement and Maintenance Restricted Fund (DCIMRF) contribution as defined in MSA. Upon execution of the New Contract, Contractor will contribute a lump sum payment of \$4,200,000 into the DCIMRF. DCIMRF contribution that shall be paid in January of the subsequent contract year to RSWSF as defined in A.1. DCIMRF contribution shall be annually adjusted starting January 1, 2024, and every January 1, thereafter as defined in A.1. The per ton DCIMRF contribution has been adjusted for 2024 as shown above.
- E:** Actuals, not estimates as shown above, shall be used for calculation purposes.
- F:** For 2023, the per ton RSWSF contribution shall be paid within 10 business days of execution of the contract. For January 1, 2024 thru May 31, 2024, the per ton RSWSF contribution shall be paid in January 2025. The RSWSF contribution shall be paid

Exhibit B: Annual Adjustment Calculator

This model calculates the MSW Tip Fee. The rate is comprised of transfer/disposal and transport costs. The two price indices selected for this model are the CPI-W for Seattle-Tacoma-Bellevue (Half 1) and the change in the PADD 5 West Coast Diesel Ultra Low Sulfur index.

Transfer/disposal costs are escalated by 82% of the CPI. If the landfilled tonnage volume increases by 3% or more from the prior 12 month period, the ratio is decreased to 75% of the CPI.

Transport costs are escalated by two factors; CPI and the change in fuel. Operational and capital costs are adjusted by 100% of the CPI; whereas, the fuel is adjusted to the PADD 5 fuel index. Operations and capital costs comprise 80% of the Transport

Tip Fee Components	MSW Current Year	Index	Factor	Index %	Difference	MSW New
Current MSW Tip Fee (Published)	\$ 111.94					
(less County Health Fee)	\$ (1.43)					
Net MSW Tip Fee	\$ 110.51					
Transfer & Disposal (80%)	\$ 88.41	CPI	75%	6.55%	\$ 4.34	\$ 92.75
Transport (20%)	\$ 22.10					
Transport Ops & Capital	\$ 17.68	CPI	100%	6.55%	\$ 1.16	\$ 18.84
Transport Fuel	\$ 4.42	PADD 5	100%	8.40%	\$ 0.37	\$ 4.79
Totals	\$ 110.51					\$ 116.38
Percent Rate Change						5.31%

Transfer & Disposal Factor Adjustment

Prior 12 month Period Landfilled Tons	399,639
Current 12 month Period Landfilled Tons	420,000
Tonnage Change	20,361
Percentage Change	5.09%

County Health Fee	\$ 1.43
New MSW Tip Fee	\$ 117.81

Seattle-Tacoma-Bellevue CPI-W

Previous Year CPI 1st half	310.691
Current Year CPI 1st half	331.032
CPI Percent Change	6.55%

PADD 5 Fuel Index

Prior Period Index	4.8427
Current Period Index	5.2496
Fuel Index Percent Change	8.40%

Exhibit B: Annual Adjustment Calculator (continued)

This model calculates the Drop Box Tip Fee. The rate is comprised of transfer/disposal and transport costs. The two price indices selected for this model are the CPI-W for Seattle-Tacoma-Bellevue (Half 1) and the change in the PADD 5 West Coast Diesel Ultra Low Sulfur index.

Transfer/disposal costs are escalated by 82% of the CPI. If the landfilled tonnage volume increases by 3% or more from the prior 12 month period, the ratio is decreased to 75% of the CPI.

Transport costs are escalated by two factors; CPI and the change in fuel. Operational and capital costs are adjusted by 100% of the CPI; whereas, the fuel is adjusted to the PADD 5 fuel index. Operations and capital costs comprise 80% of the Transport

Tip Fee Components	Drop Box Current Year	Index	Factor	Index %	Difference	Drop Box New
Current Drop Box Tip Fee (Published)	\$ 99.43					
(less County Health Fee)	\$ (1.43)					
Net Drop Box Tip Fee	\$ 98.00					
Transfer & Disposal (80%)	\$ 78.40	CPI	75%	6.55%	\$ 3.85	\$ 82.25
Transport (20%)	\$ 19.60					
Transport Ops & Capital	\$ 15.68	CPI	100%	6.55%	\$ 1.03	\$ 16.71
Transport Fuel	\$ 3.92	PADD 5	100%	8.40%	\$ 0.33	\$ 4.25
Totals	\$ 98.00					\$ 103.21
Percent Rate Change						5.31%

Transfer & Disposal Factor Adjustment

Prior 12 month Period Landfilled Tons	399,639
Current 12 month Period Landfilled Tons	420,000
Tonnage Change	20,361
Percentage Change	5.09%

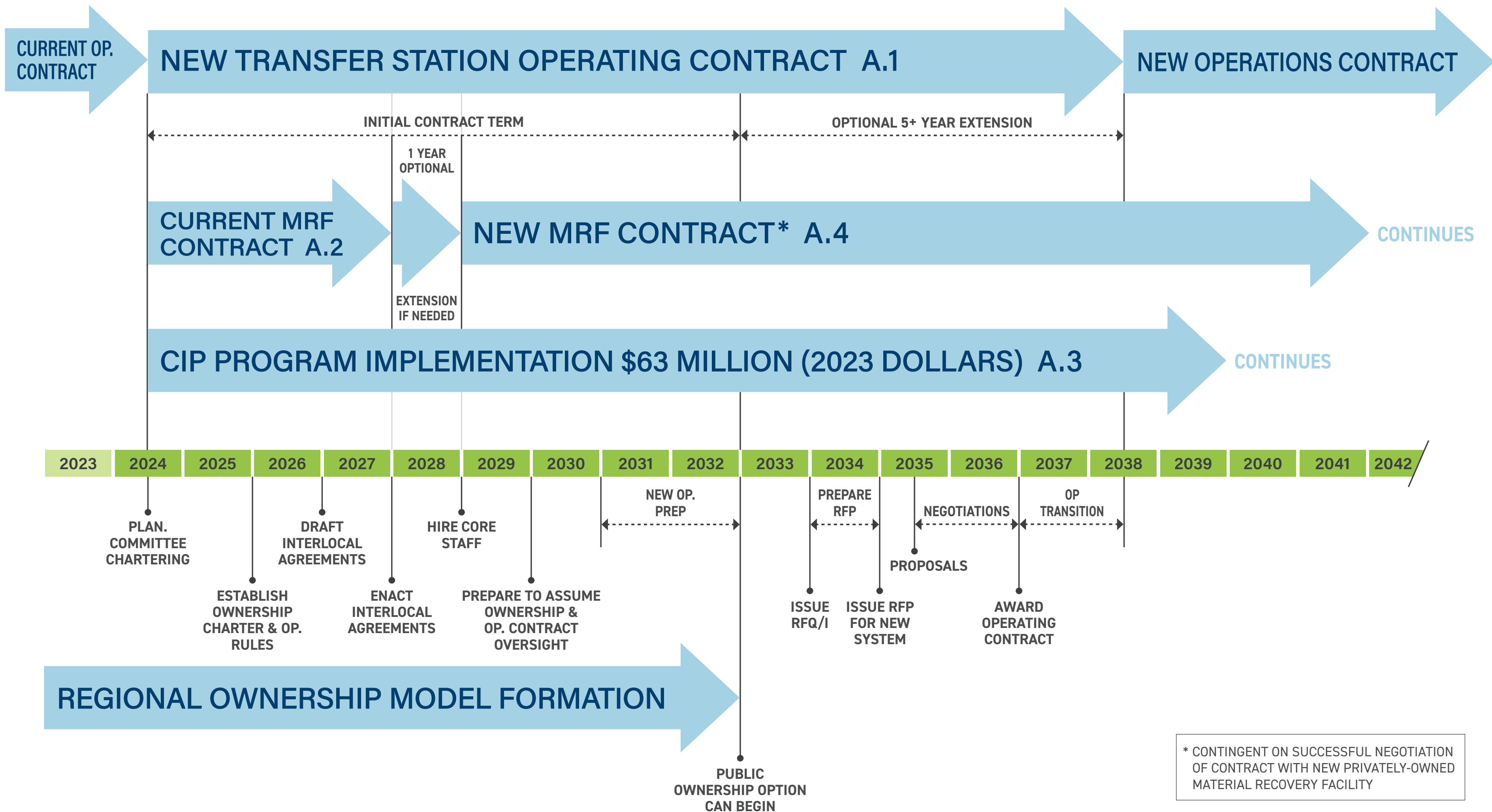
County Health Fee	\$ 1.43
New Drop Box Tip Fee	\$ 104.64

Seattle-Tacoma-Bellevue CPI-W

Previous Year CPI 1st half	310.691
Current Year CPI 1st half	331.032
CPI Percent Change	6.55%

PADD 5 Fuel Index

Prior Period Index	4.8427
Current Period Index	5.2496
Fuel Index Percent Change	8.40%



Staff Report: 045-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/26/2024

SUBJECT Washington State Department of Commerce Solar plus Storage Grant Award

Key Points

- The Washington State Department of Commerce (“Commerce”) has recently awarded a \$100,000 Track 1 Planning Grant to the City of Vancouver as part of the Solar plus Storage Program, which provides funding to assist local government agencies with climate resilience and emergency preparedness planning efforts.
- This grant will fund: A) engineering studies for solar and battery storage systems in five City-owned community buildings and emergency response facilities; and B) community engagement to vulnerable populations.
- The grant project objectives are supported by the City’s Climate Action Framework (CAF) and will be jointly managed by staff from the City Manager’s Office and General Services.
- No local match or ongoing costs are required.

Strategic Plan Alignment

Climate and Natural Systems – Environmental stewardship and efforts to address climate change to ensure a sustainable future.

Present Situation

The Washington State Department of Commerce has awarded the City of Vancouver a \$100,000 Track 1 Planning Grant as part of Washington State’s Solar plus Storage for Resilient Communities program.

This grant will enable the City of Vancouver to strengthen community safety and grid resilience through early planning and engineering work for solar and battery storage systems in essential community buildings and emergency response facilities, and through community engagement to increase public participation in emergency response planning efforts and awareness of available resources among vulnerable populations, including low-income and unhoused residents.

Solar and battery back-up systems would provide clean back-up power for critical community needs during power outages, including supporting emergency services and shelter. Outside of

power outages, the systems would produce clean electricity that will save energy costs for the City, and the systems may also reduce strain on the grid when usage is high.

The five City facilities proposed for solar + storage pre-development work through this grant include:

1. Marshall/Luepke Community Center (1009 E McLoughlin Blvd)
2. Firstenberg Community Center (700 NE 136th Ave)
3. Police East Precinct (520 SE 155th Ave)
4. Police West Precinct (2800 NE Stapleton Rd)
5. Police Headquarters (Emergency Operation Center) (521 SE Chkalov Dr)

Facilities staff will oversee the building studies. CMO, Communications, and Emergency Management staff will collaborate on the community outreach component.

This grant award term ends June 30, 2024. The Solar plus Storage program is new this year; program start-up complications delayed Commerce's distribution of the project contracts until mid-January, so this project will be implemented on a condensed timeline. Staff from CMO and General Services have discussed the SOW with the relevant contractors and community partners and verified that the project can be completed as described within the remaining grant period.

Advantage(s)

1. Commerce grant funding will support climate resiliency planning work and outreach to vulnerable populations that is not currently funded in the local budget.
2. Vancouver will receive \$100,000 to study solar and battery storage systems at community buildings and designated emergency response centers, which supports the resiliency and clean energy strategies of the CAF.
3. This funding will support education and community preparedness among vulnerable populations, including low-income and unhoused residents.
4. This grant requires no local match or ongoing expenses, and funding can be used through June 30, 2024.

Disadvantage(s)

None

Budget Impact

There is no local funding match or ongoing subsidy required, and no net impact to the General Fund.

Prior Council Review

None

Action Requested

Authorize the City Manager, or designee, to execute the attached interagency agreement with the Department of Commerce to accept Solar + Storage grant funds from Commerce and take any

and all action necessary to enforce the terms thereof.

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

ATTACHMENTS:

- ▣ Contract



Interagency Agreement with

CITY OF VANCOUVER

through

Solar plus Storage for Resilient Communities

Contract Number:

23-53701-118

For

City of Vancouver Solar+ Resilience - T1: Planning

Dated: Friday, September 1, 2023

Table of Contents

FACE SHEET	3
PROGRAM SPECIFIC TERMS AND CONDITIONS	4
1. SUBGRANTING/SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #15)	4
2. SOLAR PLUS STORAGE FOR RESILIENT COMMUNITIES GRANT REQUIREMENTS	4
3. REPORTING REQUIREMENTS	4
SPECIAL TERMS AND CONDITIONS	5
1. AUTHORITY	5
2. CONTRACT MANAGEMENT	5
3. COMPENSATION	5
4. BILLING PROCEDURES AND PAYMENT	5
5. SUBCONTRACTOR DATA COLLECTION	6
6. INSURANCE	6
7. FRAUD AND OTHER LOSS REPORTING	6
8. ORDER OF PRECEDENCE	6
GENERAL TERMS AND CONDITIONS	7
1. DEFINITIONS	7
2. ALL WRITINGS CONTAINED HEREIN	7
3. AMENDMENTS	7
4. ASSIGNMENT	7
5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION	7
6. COPYRIGHT	8
7. DISPUTES	8
8. GOVERNING LAW AND VENUE	9
9. INDEMNIFICATION	9
10. LICENSING, ACCREDITATION AND REGISTRATION	9
11. RECAPTURE	9
12. RECORDS MAINTENANCE	9
13. SAVINGS	9
14. SEVERABILITY	9
15. SUBCONTRACTING (REPLACED BY PROGRAM-SPECIFIC TERMS AND CONDITIONS #1)	9
16. SURVIVAL	10
17. TERMINATION FOR CAUSE	10
18. TERMINATION FOR CONVENIENCE	10
19. TERMINATION PROCEDURES	10
20. TREATMENT OF ASSETS	11
21. WAIVER	12
ATTACHMENT A: SCOPE OF WORK	13
ATTACHMENT B: BUDGET	15
ATTACHMENT C: PROVISIO GOVERNING THIS PROGRAM	16

Face Sheet

Contract Number: 23-53701-118

**Energy Division, Energy Programs in Communities
Solar plus Storage for Resilient Communities**

1. Grantee CITY OF VANCOUVER PO BOX 8995 VANCOUVER, WA 98668-8995		2. Grantee Doing Business As (as applicable) N/A	
3. Grantee Representative Rebecca Small Project Manager (360) 839-6128 Rebecca.small@cityofvancouver.us		4. COMMERCE Representative David Hecker Program Manager 360-725-2767 solar@commerce.wa.gov P.O. Box 42525 1011 Plum St Olympia, WA 98504-2525	
5. Contract Amount \$100,000.00	6. Funding Source Federal: State: X Other: N/A:	7. Start Date 09/01/2023	8. End Date 06/30/2024
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # XXXXXXXXXXXXXXX		11. SWV # SWV0008489-00	12. UBI # 065001364
13. UEI # N/A			
14. Contract Purpose T1: Planning and pre-development. The City of Vancouver will conduct feasibility assessments and pre-development work for solar and battery storage systems at five sites that were identified as priority facilities through prior community engagement with regional partners and community stakeholders. The City will also conduct expanded community engagement to include additional vulnerable groups to identify community needs and preferences for backup power.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Proviso			
FOR GRANTEE Eric Holmes, City Manager		FOR COMMERCE Michael Furze, Assistant Director, Energy Division	
Date		Date	
		APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Program Specific Terms and Conditions

As identified herein, notwithstanding General Terms and Conditions Sections, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

1. SUBGRANTING/SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #15)

The Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants/subcontract and records related to subgrants/subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting/subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting/subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant/subcontract.

Every subgrant/subcontract shall bind the Subgrantee/Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee/Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee/Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant/subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee/Subcontractor's performance of the subgrant/subcontract.

2. SOLAR PLUS STORAGE FOR RESILIENT COMMUNITIES GRANT REQUIREMENTS

Grantee agrees to comply with the requirements and follow the guidelines as outlined in the Request for Applications dated January 2023 (the "RFA"), incorporated by this reference as if fully set forth herein. In the event of conflict between the RFA and the agreement, the Agreement prevails.

3. REPORTING REQUIREMENTS

During the contract term, the Grantee must provide quarterly written reports to Commerce for project update purposes. Quarterly reports are due no later than 15 days after the end of each quarter or at the time of invoice for the quarter to be reported. The report form will be provided by Commerce. The intent is to collect a description of the project activity that occurred during the period, including but not limited to:

- a. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
- b. The project milestones met to date and anticipated in the subsequent quarter;
- c. Any additional metrics required from the capital budget proviso, legislature, governor's office, or Commerce;
- d. Quarterly updated budget projections for project expenditures;
- e. The grant expenditures to date and anticipated in the next quarter.

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Grantee enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

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

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$100,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the schedule set forth in Attachment B: Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System, which is available through the Secure Access Washington (SAW) portal.

If required, the attachments to the invoice request in the Commerce Contracts Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number listed on the Face Sheet.

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

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

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

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be

paid by any other source, including grants, for that service.

Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

5. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Attachment C – Proviso
- Program-Specific Terms and Conditions
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Grantee, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Contract under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

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

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As

an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Grantee fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

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

15. SUBCONTRACTING (Replaced by Program-Specific Terms and Conditions #1)

~~The Grantee may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.~~

~~If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.~~

~~Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.~~

~~Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.~~

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and

(iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

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

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further

damage.

- D.** The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Summary

This Track 1 Proposal outlines the City of Vancouver's plan to strengthen community safety and grid resilience through a) the addition of solar and battery storage systems in essential community buildings and emergency response facilities, and b) expanded community engagement to increase public participation in emergency response planning efforts and awareness of available resources.

The City proposes to conduct pre-development work for solar and storage systems at five priority sites identified through earlier engagement with vulnerable communities and emergency management staff: two community centers, which can provide shelter and basic services in an emergency; both Police Precinct buildings, to ensure uninterrupted emergency response services; and Police Headquarters, which will serve as the city's joint Emergency Operations Center. This pre-development work will consist of the following:

- Feasibility assessment to ascertain if solar + battery storage systems are feasible at the identified sites.
- Summary of technical requirements, preliminary design concepts, identification of areas that may need further design review and cost estimates for sites with good potential.
- Report summarizing results of the study including feasibility assessments, technical requirements, preliminary design concepts, cost estimates, and other recommendations.

The City further proposes to develop and implement an extended community engagement program that will build upon previous outreach efforts to engage vulnerable residents and marginalized populations around climate change hazards and emergency preparedness.

Facilities for Predevelopment Work

The five City facilities proposed for solar + storage pre-development work are:

Community Centers

- 1.) Marshall/Luepke Community Center (1009 E McLoughlin Blvd, Vancouver, WA 98663)
- 2.) Firstenburg Community Center (700 NE 136th Ave, Vancouver, WA 98684)
- .

Vancouver Police Department Facilities

- 3.) Police East Precinct (520 SE 155th Ave, Vancouver, WA 98684)
- 4.) Police West Precinct (2800 NE Stapleton Rd, Vancouver, WA 98661)
- 5.) Police Headquarters (Emergency Operation Center) (521 SE Chkalov Dr, Vancouver, WA 98683)

Expanded Community Engagement

The City of Vancouver's outreach efforts for this project will build on previous engagement work conducted to inform the Vancouver Climate Adaptation Strategy (2022). That engagement was built around including community members who have not historically been involved in the planning process.

The City's Solar + Storage grant project will build on this work through partnerships with key community organizations to reach populations that are especially vulnerable to climate impacts. These efforts will also aim to further delineate community needs and preferences for accessing backup power and related essential services as well as increase public awareness of emergency resources that are available.

Work will include, but is not limited to:

- Partnerships with two key community organizations serving unhoused populations and residents of low-income and affordable housing to co-design direct community engagement around climate hazards such as extreme heat, poor air quality, and severe winter storms. This may take the form of community meetings, conversations through outreach workers, and/or tabling events hosted and lead by contracted community partners. 2-5 events will be held per organization.
- Group conversations with 4-8 community-based organizations engaged in the Adaptation Strategy development and others serving culturally specific and BIPOC communities, seniors, and the disability community. This may take the form of a virtual presentation and group discussion, or one-on-one meetings, organized and lead by City of Vancouver staff.
- Translation and distribution of existing educational materials identified by community organizations as priority tools to support awareness of climate hazards, available resources and services. Languages for translation may include Spanish, Russian, Vietnamese, Chuukese, and Ukranian.

Attachment B: Budget

Milestone	Milestone and Task Description	Key Deliverables	Expected Completion Date	Commerce Grant Amount
A	Technical consultant solicitation and contract execution	Completed scope of work for technical studies	24-Jan	\$5,000.00
		Executed contract with Engineering Consultant		
B	Community outreach and engagement	Summary of follow-up conversations with community-based organizations, including list of participating organizations	24-May	\$15,000.00
		Completed scopes of work for community engagement activities led by partner organizations		
		Meeting materials and summary of community feedback		
		Copy of translated educational and meeting materials		
C	Feasibility Study Data Collection and Reporting	Summary of site visits and feasibility assessments for 5 identified sites	24-May	\$65,000.00
		Summary of technical requirements, preliminary design concepts, identification of areas that may need further design review and cost estimates for sites with good potential		
		Report summarizing results of the study including feasibility assessments, technical requirements, preliminary design concepts, cost estimates, and other recommendations		
D	Final Wrap Up	Report summarizing results of the study and prioritization for implementation on recommended sites	24-Jun	\$15,000.00
		Summary of interim measures and budget requests for enhanced community safety and uptake of emergency resources		
			Total	\$100,000.00

Attachment C: Proviso Governing this Program

Engrossed Substitute Senate Bill 5693; 68th Legislature, 2023 Regular Session
2023-2025 Operating Budget
Section 132

(4) \$37,000,000 of the general fund—state appropriation for fiscal year 2024 and \$37,000,000 of the general fund—state appropriation for fiscal year 2025 are provided solely for grants to increase solar deployment and installation of battery storage in community buildings to enhance grid resiliency and provide backup power for critical needs, such as plug load and refrigeration for medication, during outages or to provide incentives to support electric utility demand response programs that include customer-sited solar and battery storage systems. Eligible uses of the amounts provided in this subsection include, but are not limited to, planning and predevelopment work with vulnerable, highly impacted, and rural communities. For the purposes of this subsection "community buildings" means K-12 schools, community colleges, community centers, recreation centers, libraries, tribal buildings, state and local government buildings, and other publicly owned infrastructure.

Staff Report: 046-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/26/2024

SUBJECT Share House 1999 Community Development Block Grant Loan Forgiveness

Key Points

- In 1999, Share received a CDBG (Community Development Block Grant) award of \$50,000 for Share House emergency shelter. The award was structured as half loan, half grant. Though Share repaid 40 percent of the loan, it stopped making payments in 2010. The current balance is \$15,000.03. Share is requesting full forgiveness of the loan at this time.
- Current CDBG policies allow for forgivable loans for homeless shelter projects due to the inability of homeless shelters to generate income for loan repayment. Share has met the CDBG required eligibility period and staff recommends forgiveness of this loan.

Strategic Plan Alignment

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

Present Situation

In 1999, Share was awarded CDBG funds from the City of Vancouver for the purchase and construction of Share House. The amount awarded was \$50,000; \$25,000 awarded as a grant and \$25,000 awarded as a repayable loan. The loan was recorded through a Deed of Trust that required payments of \$1,666.66 annually starting in 1999. Six payments totaling \$10,000 were made to the City, but Share has not made payments since 2010. Due to the passage of time, the reason for the lack of payments since 2010 are unknown, but staff surmises it is due to allowances made by prior staff. The current balance of the loan is \$15,000.03.

In October 2023, Share reached out to the CDBG Program Staff and requested forgiveness of the remainder of this loan. Share has limited ability to repay this loan because residents at may stay an indefinite time and Share does not charge rent. Current CDBG Policies allow funding to be awarded as a forgivable loan: “Loans that can be forgiven or deferred for a period of time if the borrower is in compliance with the terms and conditions of the loan. This type of loan is used for projects that serve the whole community but do not generate income.” Share House meets this standard.

Share has exceeded the length of time that the property must remain eligible for CDBG use and will continue to use Share House as emergency shelter well into the future. Given the current declared emergency, it would advance the City's core value of livability by enabling our partner to continue its mission of serving the unhoused without impacting the aforementioned limited ability to repay. Additionally, the passage of time impacts the City's ability to initiate any sort of meaningful collection effort. CDBG staff recommends forgiving the remaining balance on Share's 1999 CDBG loan.

Advantage(s)

Relieve debt burden on emergency shelter provider.

Disadvantage(s)

Eliminates roughly \$15,000 in income to which the City is otherwise entitled to collect.

Budget Impact

None

Prior Council Review

Approval of 1999 CDBG funding award in the amount of \$50,000 to Share House

Action Requested

Authorize City Manager, City Attorney and/or designee(s), to execute any and all documents needed to forgive the balance of Share's 1999 CDBG loan, currently calculated to be \$15,000.03.

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

ATTACHMENTS:

- ▣ Share CDBG Deed of Trust



3200262
Page: 1 of 4
03/07/2000 02:52P
Clark County, WA

When Recorded Return To:
City of Vancouver
CDBG Program
P. O. Box 1995
Vancouver, WA 98668-1995

CLARK COUNTY WASHINGTON DEED of TRUST

Grantor(s) (Borrower): Share Inc.

Beneficiary (Lender): City of Vancouver - CDBG Program

THIS TRUST DEED is made this 14th day of June, 1999, between Share Inc. whose address is PO Box 1209; Vancouver, WA 98666 as Grantor, Charter Title Corporation as Trustee and City of Vancouver, Washington whose address is P. O. Box 1995; Vancouver, WA 98668-1995 as Beneficiary.

The Grantor, in consideration of Community Development Block Grant (CDBG) money loaned or credit extended by the Beneficiary, does convey the following real property situated in the City of Vancouver, State of Washington, and described as follows:

Legal Description of Property: Lots 3 & 4 Blk 1
Commonly known as: 1115 W 13th Street
Assessor's Parcel ID No: #059420-0000

Together with all of the tenements, hereditaments and appurtenances belonging to that property, including those which may later be found to belong or appertain, and any and all fixtures upon the property at the time of the execution of this Trust Deed or at any time during the term of this Trust Deed; to have and to hold the property as so described, until such time as any and all indebtedness represented by a promissory note dated June 14, 1999, ("The Note"), is extinguished, and all conditions of this Trust Deed are satisfied.

This conveyance is intended to secure: (a) the payment and performance of the Grantor's indebtedness in the sum of Twenty Five Thousand Dollars (\$ 25,000) and (b) obligations under the Note, to be forgiven on December 31, 2014 if paid in full, with no required interest for the life of the loan.

The date of maturity of the indebtedness secured by this Trust Deed is the date of change of use or failure to meet CDBG regulations or sale or transfer of all of, or any interest in, the real property securing this note or any part thereof, or upon breach of any condition or covenant in either the note or the trust deed securing the note, upon the cessation of operations by the Grantor, or indebtedness paid in full.

The first payment of One Thousand Six Hundred Sixty Six Dollars and Sixty Six Cents (\$ 1,666.66) shall be due on or before December 31, 1999 and each consecutive year there after by the same day until paid in full. Any annual payment received more than 30 consecutive calendar days late shall be assessed a late fee of 4.00% of the annual amount due. There is a 4% discount on the unpaid balance of the city loan repaid before the loan term expires.

For these reasons:

ALL PAYMENTS OF THE PRINCIPAL AMOUNT OF THE NOTE(S) SECURED BY THIS TRUST DEED MAY BE DEMANDED BY THE HOLDER UNDER CONDITIONS CONTAINED IN THIS TRUST DEED.

THE NOTE(S) SECURED BY THIS TRUST DEED IS DUE AND PAYABLE IMMEDIATELY UPON THE CHANGE OF USE OR SALE OR TRANSFER OF ALL OF, OR ANY INTEREST IN, THE PROPERTY OR ANY PART THEREOF, OR UPON ANY BREACH OF ANY CONDITION OR COVENANT IN THIS TRUST DEED BY THE GRANTOR.

As used herein, change of use or sale or other transfer shall include within its meaning any contract for sale of the property over time, any assumption of the loan by a transferee of the grantor, any assignment for the benefit of creditors, failure of the grantor to continue to utilize the property as a facility for employment training of the handicapped, the appointment of a receiver, a foreclosure of any nature, or any gift, or the death of the Grantor or Grantors. Included in the above meaning is any attempt to sell or transfer. The terms shall not include any transfer by way of subordinate encumbrance.

The Grantor agrees that the proceeds of the loan will only be used for the purchase and/or rehabilitation which substantially protect or improve the basic usability of the property as a rehabilitation facility.

The Grantor covenants:

1. That Grantor is the legal owner of the property, and now has a valid and unencumbered fee simple title thereto, except as provided below, and that the Grantor will warrant and defend said title against the claims and demands of all other persons.
 - a. The Grantor's unencumbered fee simple title to the premises is subject to a lien in favor of City of Vancouver dated June 14, 1999 , in the approximate amount of \$ 25,000.00.
2. That Grantor will promptly pay the Note and all its installments as they become due, according to the terms of the Note, and will promptly pay any other indebtedness secured hereby in accordance with its terms.

3. That so long as this Trust Deed shall remain in force, Grantor will pay all taxes, assessments, liens and other charges which may be levied or assessed against the property or this Trust Deed or the indebtedness hereby secured.
4. That Grantor shall keep the property in good repair; not permit or commit waste of the property; complete any building, structure or improvement thereon which may be damaged or destroyed; not move or demolish any of the improvements on the property without the Beneficiary written consent; and comply with all laws ordinances, regulations, covenants, conditions and restrictions affecting the property.
5. The Grantor will keep all present structures insured against loss or damage by fire and other hazards, and extended coverage perils, in a company or companies acceptable to the Beneficiary and for the benefit of the Beneficiary, in the amount of one hundred percent (100%) of the insurable value of the structure and improvements, and will allow the Beneficiary to examine all policies and renewals upon request.
6. The Beneficiary shall have the right to inspect said property as may be necessary.
7. The Grantor shall use the property and all structures upon the property for activities in accordance with the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program regulations (24 CFR 570.210 as amended).
8. The Grantor shall return to the Beneficiary any net program income as defined by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) regulations on June 30 and December 31 of each year.
9. The Grantor shall insure that the property is handicapped accessible by complying with the Uniform Federal Accessibility Standards, published in the Federal Register on August 7, 1984 (49 FR 31528).
10. In accordance with applicable law, Beneficiary may from time to time appoint a successor trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

A failure by the Grantor to perform for the covenants and conditions in this Trust Deed shall give to either the Beneficiary or the Trustee the option to declare the unpaid balance due on the Note, and any other indebtedness secure hereby, at once due and payable, and this Trust Deed may be foreclosed at any time thereafter.

The Beneficiary is authorized by the Grantor (in accordance with the foregoing) to declare at its option all or any part of the indebtedness secured by this Trust Deed immediately due and payable upon: (1) the Beneficiary's discovery of either the Grantor's failure to disclose any fact deemed by the Beneficiary to be material to the making of the loan or material to any of the agreements entered into by the Grantor with the Beneficiary (including, but not limited to, the Note and Trust Deed), or any misrepresentation by, on behalf of, or for the benefit of, the Grantor; and (2) the change of use or, sale or other transfer of any kind or nature of the property, as defined previously.

This Trust Deed shall be governed and enforced in accordance with the laws of the State of Washington. Jurisdiction over and venue of any action to enforce, interpret, construe or otherwise in connection herewith may, at City of Vancouver's option, be had in a court located in Clark County, Washington.

In the event of any suit or action to foreclose this Trust Deed, the losing party agrees to pay all costs plus whatever sum the trial court may find to be reasonable as attorney fees to be allowed by prevailing party, and in the event of any appeal, the losing party agrees to pay all costs plus whatever sum the appellate court may find to be reasonable as the prevailing party's attorney fees on the appeal.

This Trust Deed may be foreclosed by advertisement and sale in accordance with statute. In the event of such foreclosure, the Beneficiary shall be entitled to recover its reasonable expenses, trustee fees and attorney fees.

Grantor further agrees that in the event any portion or all of the property is taken under right of eminent domain or condemnation, Beneficiary shall have the right to require that the compensation be paid to Beneficiary and applied, first, to the Beneficiary's reasonable costs and attorney fees and second, to the indebtedness secured by this Trust Deed.

In construing this Trust Deed, it is understood that the Grantor or Beneficiary may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, the masculine shall mean and include the feminine and the neuter; and that references to Grantor or Beneficiary include any transferee (to whatever extent permitted).

Diane Christie, Executive Director
GRANTOR, TITLE

STATE OF WASHINGTON)
COUNTY OF CLARK)

On this 28 day of June, 1999, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Diane Christie, to me known to be the individual(s) described in and who executed the forgoing Trust Deed, and acknowledged to me that he and/or she signed and executed the said instrument as his and/or her free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year above written.



Stephanie Koch
Signature of Notary Public
Stephanie Koch
Printed Name of Notary Public

NOTARY PUBLIC in and for the
State of Washington
My Commission Expires: 12-03

Staff Report: 047-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/26/2024
4/1/2024

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

Key Points

The proposed franchise ordinance establishes the terms and conditions of the right to construct and maintain telecommunications facilities within the City's rights-of-way.

Strategic Plan Alignment

Economic Opportunity - a place where a wide variety of businesses of all sizes grow and thrive.

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

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

Present Situation

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

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

Advantage(s)

This proposed franchise would formalize and establish the terms and conditions for use of the City's rights-of-way by Zing Broadband.

Disadvantage(s)

Additional facilities may present a visual impact to the City's rights-of-way.

Budget Impact

None

Prior Council Review

None

Action Requested

On Monday, February 26, 2024, approve ordinance on first reading, setting date of second reading and public hearing for Monday, April 1, 2024.

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

ATTACHMENTS:

- ▢ Ordinance

2-26-2024
4-1-2024

ORDINANCE M - _____

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

WHEREAS, RCW 35A.47.040 authorizes City to grant, permit, and regulate “nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for railroads and other routes and facilities for public conveyances, for poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof for transmission and distribution of electrical energy, signals and other methods of communication, for gas, steam and liquid fuels, for water, sewer and other private and publicly owned and operated facilities for public service”; and

WHEREAS, RCW 35A.47.040 further requires that “no ordinance or resolution granting any franchise in a code city for any purpose shall be adopted or passed by the city’s legislative body on the day of its introduction nor for five days thereafter, nor at any other than a regular meeting nor without first being submitted to the city attorney, nor without having been granted by

ORDINANCE - 1

Does not require codification

the approving vote of at least a majority of the entire legislative body, nor without being published at least once in a newspaper of general circulation in the city before becoming effective”; and

WHEREAS, Grantee is a telecommunication company that provides voice and data services to its customers; and

WHEREAS, Grantee has requested that the City grant it the right to install, operate, and maintain telecommunication Facilities within the Public Ways of the City for the purpose of offering Telecommunication Services to the public; and

WHEREAS, the City Council has the authority to grant franchises for the use of its Public Ways pursuant to RCW 35A.47.040, RCW 35.22.280 and chapter 35.99 RCW; and

WHEREAS, this Franchise is being granted more than five days after its introduction, at a regular meeting by at least a majority of the entire Council, and has been reviewed by the City Attorney’s Office, all pursuant to RCW 35A.47.040; and

WHEREAS, this Franchise is being approved at least 30 days after its introduction pursuant to Vancouver Charter Section 2.12; and

WHEREAS, the Council finds that the grant of the Franchise contained in this Ordinance, subject to its terms and conditions, is in the best interests of the public, and protects the health, safety, and welfare of the citizens of this City.

NOW, THEREFORE, the City Council of the City of Vancouver, Clark County, Washington, ordains as follows:

Section 1. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and abbreviations have the meanings ascribed to them below. When not inconsistent with

ORDINANCE - 2

Does not require codification

the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number.

“Abandoned Facilities” means Facilities which have not been used to provide Telecommunication Services for a period of at least 90 days.

"Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common ownership with Grantee.

"City" means the City of Vancouver, Washington, and either or both, as applicable, the person designated by the City.

“Construction” or “Construct” shall mean constructing, digging, excavating, laying, testing, operating, extending, upgrading, renewing, removing, replacing, and repairing a Facility.

“Day” means a 24-hour period beginning at 12:01 a.m. If a thing or act is to be done in less than seven days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation of time.

“Effective Date” means the date the last party signs this Franchise.

“Facilities” means any of the plant, equipment, fixtures, appurtenances, antennas, and other facilities owned or operated by Grantee which are necessary to furnish and deliver Telecommunication Services, including but not limited to poles with crossarms, poles without crossarms, wires, lines, conduits, cables, communication and signal lines and equipment, braces, guys, anchors, vaults, and all attachments, appurtenances, and appliances necessary or incidental to the distribution and use of Telecommunication Services in the Public Ways. The abandonment by Grantee of any Facilities as defined herein shall not act to remove them from this definition.

ORDINANCE - 3

Does not require codification

"FCC" means the Federal Communications Commission or any successor governmental entity.

"Franchise" (sometimes referred to as Ordinance) means the legal document issued by the City which grants rights to Grantee to construct and operate its Facilities to provide Telecommunication Services.

"Grantee" means Njord LLC, (DBA) Zing Broadband and its affiliates, an LLC licensed to do business in Washington, or its lawful successor, transferee, or assignee.

"Hazardous Substances" shall have the same meaning as RCW 70.105D.020(10).

"Indefeasible Right of User Interest" or "IRU" means a form of acquired capital in a telecommunication system in which the holder of the interest possesses a right to use the Facilities for the purpose of providing Telecommunication Services, but not the right to control, maintain, construct, or revise the Facilities.

"Permittee" means a person or entity who has been granted a permit by the City.

"Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

"Public Way" means the surface of, and any space on, above or below, any street, public right-of-way, or utility easement for which the City now or in the future holds any interest and which, consistent with the purpose for which it was acquired or dedicated, may be used for the installation or maintenance of the Facilities. Public Way shall not mean utility easements dedicated for a specific utility system or systems and not specifically identifying telecommunication as a permitted use within the easement.

ORDINANCE - 4

Does not require codification

"Service Area" means the present municipal boundaries of the City and includes any additions by annexation or other legal means.

"Subscriber" or "Customer" means a Person who lawfully receives Telecommunication Service from Grantee with Grantee's express permission.

"Telecommunication Services" means any telecommunication service pursuant to RCW 35.99.010(7), excluding cable television service pursuant to RWC 35.99.010(1) and further excluding personal wireless services pursuant to RCW 35.99.010(4), provided by Grantee over its Facilities, either directly or as a carrier for its subsidiaries, Affiliates, or customers.

Section 2. Authority Granted. City grants to Grantee a Franchise to install, construct, operate, maintain, replace and use all Facilities in, under, on, across, over, through, along or below the Public Ways of the City for the purpose of providing Telecommunication Services, as approved under City permits issued pursuant to this Franchise or the Vancouver Municipal Code.

Section 3. Term of Franchise. The Term of this Franchise shall be for 10 years beginning on the Effective Date. This Franchise may be renewed for an additional five-year term. If Grantee desires to renew, Grantee shall notify City not later than 180 days prior to the expiration of this Franchise of its desire to renew. City shall respond to the request for the renewal not later than 120 days prior to the expiration date, and may request renegotiation, addition, or deletion of any term at that time. If Grantee does not request renewal, this Franchise shall be deemed terminated. Any renewal must be approved by ordinance of the City Council.

Section 4. Revocation. This Franchise may be revoked by the City Council by subsequent ordinance in the event Grantee fails after notice or demand to comply with any term of this

ORDINANCE - 5

Does not require codification

Franchise, but the City shall have no obligation to do so. No forbearance by City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of City's right to enforce the term.

Section 5. Recovery of Costs; Taxes.

5.1 Grantee shall reimburse the City for all costs of one publication of a summary of this Franchise in the City's official newspaper, any required legal notices prior to any public hearing regarding this Franchise, and all permit and inspection fees associated with activities undertaken through this Franchise or under City Code, all pursuant to RCW 35.21.860.

5.2 City may recover from Grantee any applicable tax authorized by RCW 35.21.865. This Franchise is premised upon City and Grantee's agreement that either Grantee is a "service provider" as used in RCW 35.21.860 and defined in RCW 35.99.010(6), or Grantee's Telecommunication Services fall within the definition of "telephone business" in RCW 82.16.010. As such, the rights granted under this Franchise are not conditioned upon payment of a franchise fee or other compensation for use of the Public Ways. The City reserves its right to impose a fee on Grantee to the extent authorized by law, for purposes other than to recover its administrative expenses, in the event that statutory prohibitions on the imposition of such fees are removed, or Grantee no longer falls within the definition of "service provider" in RCW 35.99.010(6) and Grantee's Telecommunication Services fall outside the definition of "telephone business" in RCW 82.16.010. Under those circumstances, the City also reserves its right to require that Grantee obtain a separate franchise for its change in use, which may include provisions intended to regulate Grantee's operations. Nothing in this Franchise shall limit the City's right of taxation as authorized

ORDINANCE - 6

Does not require codification

by current or future law.

Section 6. Non-Exclusivity. This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises or permits in any Public Ways. The grant of this and other franchises shall, in no way, prevent or prohibit the City from using any of its Public Ways or affect its jurisdiction over them.

Section 7. Relocation of Facilities.

7.1 City shall have prior and superior right to the use of its Public Ways and other public properties for installation and maintenance of its facilities and for other governmental purposes. City retains full power to make all changes, relocations, repairs, maintenance, establishments, improvements, dedications, or vacation of the same as City may deem fit, including the dedication, establishment, maintenance, and improvement of all new Public Ways and other public properties of every type. Any removal or replacement of Grantee's Facilities shall be at the sole expense of Grantee unless otherwise required by RCW 35.99.060. If Grantee fails to remove, adjust, or relocate its Facilities by the date established in the City's written notice to Grantee and consistent with RCW 35.99.060, City may cause and/or effect the removal, adjustment, or relocation, and the expense thereof shall be paid solely by Grantee. Grantee shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same Public Way upon approval by City, any portion of its Facilities required to be temporarily disconnected or removed.

7.2 If the City determines that the public project necessitates the relocation of Grantee's then-existing Facilities, City shall:

7.2.1 At least 60 days prior to the commencement of such improvement project,

ORDINANCE - 7

Does not require codification

provide Grantee with written notice requiring such relocation; and

7.2.2 Provide Grantee with copies of pertinent portions of the plans and specifications for such improvement project and a proposed location for Grantee's Facilities so that Grantee may relocate them in other Public Ways to accommodate the public improvement project.

7.2.3 After receipt of such notice and such plans and specification, Grantee shall complete relocation of its Facilities at no charge or expense to City to accommodate the improvement project pursuant to RCW 35.99.060(2).

7.3 Grantee may, after receipt of written notice requesting a relocation of its Facilities, submit to City written alternatives to such relocation. City shall evaluate such alternatives and advise Grantee in writing if one or more of the alternatives are suitable to accommodate the work which would otherwise necessitate relocation of the Facilities. If requested by City, Grantee shall submit additional information to assist City in making such evaluation. City shall give each alternative proposed by Grantee full and fair consideration. In the event City ultimately determines that there is no other reasonable alternative, Grantee shall relocate its Facilities as otherwise provided in this Section.

7.4 The provisions of this Section shall not preclude or restrict Grantee from making any arrangements it deems appropriate when responding to a request for relocation of its Facilities by any person or entity other than City where the Facilities to be constructed are not or will not become City owned, operated, or maintained facilities provided that such arrangements do not delay a City construction project without prior written City approval.

ORDINANCE - 8

Does not require codification

7.5 If the City, a contractor for City, or other third-party utility provider with facilities located in the Public Ways is delayed at any time in the progress of their work by an act or neglect of Grantee or those acting for or on behalf of Grantee, then Grantee shall indemnify, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees to the extent arising out of or in connection with such delays, except for delays and damages caused by City. This provision may not be waived by the Parties except in writing.

Section 8. Non-Interference with Existing Facilities.

8.1 The owners of all utilities, public or private, installed in or on Public Ways properties prior to the installation of Grantee's Facilities, shall have preference as to the positioning and location of such utilities so installed with respect to Grantee. Such preference shall continue when relocating or changing the grade of any public properties, in the sole discretion of City.

8.2 Grantee's Facilities shall be constructed and maintained in a manner as not to interfere with any public use, or with any other pipes, wires, conduits, or other facilities that may have been laid in the Public Ways or under City's authority. If Grantee's work under this Franchise damages or interferes in any way with the public use or other facilities, the Grantee shall wholly and at its own expense eliminate the interference or damage to the satisfaction of City.

Section 9. Movement of Grantee's Facilities for Others. Whenever any third-party has obtained permission from City to use any Public Way for moving any oversized load, upon at least 14 days' written notice from City, Grantee shall move any of Grantee's Facilities that may obstruct the movement of the oversized load; provided, that the third party desiring to move the oversized

ORDINANCE - 9

Does not require codification

load shall pay all such expenses, and the path for moving such oversized load should be the path of least interference to Grantee's Facilities as determined by City. Upon good cause shown by Grantee, City may require more than 14 days' notice to Grantee to move its Facilities.

Section 10. Acquiring New Facilities. Upon Grantee's acquisition of any new Facilities in the Public Ways, or upon any addition or annexation to City of any area in which Grantee retains any such Facilities in the Public Ways, Grantee shall submit to City a written statement describing all Facilities involved, whether authorized by franchise or any other form of prior right and specifying the location of all such Facilities. Such Facilities shall immediately be subject to the terms of this Franchise.

Section 11. Abandoned Facilities.

11.1 Grantee shall remove any Abandoned Facilities within 60 days of the end of their use for Telecommunication Services purposes unless City agrees otherwise in writing to delay removal due to weather conditions, not to exceed 180 days.

11.2 Grantee shall immediately remove any Abandoned Facility which poses a hazard to the health, safety, or welfare of the public, or the Abandoned Facility has collapsed, broke, or otherwise failed.

11.3 The expense of the removal and restoration of improvements in the Public Ways damaged by the Facility or by its removal process shall be Grantee's sole responsibility. If Grantee fails to remove the Abandoned Facilities as required, then City may incur costs to remove the Abandoned Facilities, restore the Public Ways, and is entitled to reimbursement from Grantee for all costs.

ORDINANCE - 10

Does not require codification

Section 12. Removal of Facilities at End of Franchise. Upon the expiration, termination, or revocation of the rights granted under this Franchise, Grantee shall remove all Facilities from the Public Ways within 30 days. If Grantee fails to do so, the City may remove the Facilities and will be entitled to full reimbursement for all costs from Grantee for the removal.

Section 13. Undergrounding of Facilities.

13.1 In any area of the City in which there are no aerial facilities other than antennas or other equipment required to remain above ground in order to be functional, or in any Public Ways in which all telephone, electric power wires, and cables have been placed underground, Grantee shall not be permitted to erect poles or to run or suspend Facilities unless required to do so by City, but shall lay such wires, cables, or other Facilities underground in the manner specified by City.

13.2 Whenever the City or other governmental entity requires or initiates undergrounding of aerial utilities in any area of the City, Grantee shall underground its Facilities as specified by City. The location of any relocated and underground Facilities is subject to approval by City. Grantee is encouraged to contact and negotiate with other affected utilities so that all costs for common trenching, common utility vaults, and other costs not specifically attributable to the undergrounding of any particular facility are shared fairly and proportionately by all utilities involved in the undergrounding project. The costs of the undergrounding of Facilities shall be as provided in RCW 35.99.060 as adopted or amended.

Section 14. Construction Standards.

14.1 All work authorized and required by this Franchise shall comply with all generally applicable federal, state, and local regulations, laws, and practices. Grantee is responsible for the

ORDINANCE - 11

Does not require codification

supervision, condition, and quality of the work done whether it is by itself or by contractors, assigns, or agents. Application of this Section fulfills the City's public trustee role in administering the primary use and purpose of public properties, and not for relieving Grantee of any duty, obligation, or responsibility for the competent design, construction, maintenance, and operation of its Facilities. Grantee is responsible for the supervision, condition, and quality of the work done whether it is by itself or by contractors, assigns, or agencies. Applicable laws include, but are not limited to:

Chapter 11.50 VMC - Utilities in the Right-of-Way;

Chapter 11.60 VMC - Street Use Permits;

Chapter 11.80 VMC - Street and Development Standards;

Chapter 11.90 VMC - Construction in the Right-of-Way;

Chapter 12.04 VMC - Street Trees;

Chapter 19.122 RCW - Underground Utilities (One-Call System)

RCW 58.09.130 - Monuments Disturbed by Construction Activities

14.2 If Grantee plans or is required to excavate trenches pursuant to this Franchise, Grantee shall notify City so it can permit other franchisees and utilities to share such excavated trenches, provided that such joint use shall not unreasonably delay Grantee's work and such joint use shall not adversely affect Grantee's Facilities or the safety thereof. Joint users will be required to contribute to the costs of excavation and filling on a pro-rata basis.

Section 15. Restoration after Construction or Damage. Grantee shall, after installation, construction, relocation, maintenance, removal, or repair of its Facilities, restore the Public Ways,

ORDINANCE - 12

Does not require codification

land surveyor monuments, and any other City-owned property which may be disturbed by the work to at least the same condition that it was in immediately prior to any such work by Grantee, reasonable wear and tear excepted. City shall have final approval of the condition of such Public Ways and City-owned property after restoration. Grantee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the Public Ways or other affected areas and City-owned property at its sole cost and expense and shall be responsible for said restoration work and repair of damage done by Grantee to City facilities for the life of the Franchise. Grantee also agrees to restore all other existing facilities and/or property damaged by Grantee's work, at its sole cost and expense.

Section 16. Emergency Work by Grantee - Permit Waiver. In an emergency in which Grantee's Facilities breaks, is damaged, or if Grantee's construction area is otherwise in a condition to pose an imminent risk to life, health, or safety of any person or property, Grantee shall immediately take proper emergency measures to repair its Facilities, and to cure or remedy the dangerous conditions in order to protect the life, health, or safety of individuals or property without first applying for and obtaining any permit required by the Vancouver Municipal Code or this Franchise. However, this shall not relieve Grantee from the requirement of immediately notifying City of the emergency work by phone or email, and obtaining any permits necessary after the emergency work, not later than the second succeeding day during which the City's Public Works and Permitting offices are open for business.

Section 17. Dangerous Conditions, Authority for City to Abate.

ORDINANCE - 13

Does not require codification

17.1 Whenever construction, installation, or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public or City-owned property, City may direct Grantee, at Grantee's sole expense, to take action to protect the public, adjacent public places, City-owned property, streets, utilities, and Public Ways. Such action may include a compliance schedule set by City.

17.2 In the event Grantee fails or refuses to promptly take the actions directed by City, or if emergency conditions exist requiring immediate action, City may take any actions necessary to protect the public, the Public Ways, City property, third-party property, or other actions in the judgment of City to be necessary safety precautions and Grantee shall be solely liable for any costs.

17.3 City retains the right to move or remove any Facilities in the Public Ways as City determines necessary, appropriate, or useful in response to any public health or safety emergency.

Section 18. Performance Bond Relating to Construction Activity.

18.1 Before undertaking any work, installation, improvements, construction, repair, relocation, or maintenance authorized by this Franchise, whether by Grantee or a third-party that Grantee contracts with to perform the work, Grantee shall furnish a performance bond executed by Grantee and a corporate surety, authorized to operate a surety business in the State of Washington, in the amount of \$25,000 to ensure performance of Grantee's obligations under this Franchise.

18.2 The performance bond shall be conditioned to require that Grantee observe all the

ORDINANCE - 14

Does not require codification

covenants, terms, conditions, and obligations of this Franchise, including to repair or replace any defective work or materials discovered in the City's Public Ways. This bond shall remain in effect for the life of this Franchise and is intended to replace the need to get a separate performance bond for each individual project by Grantee. In the event Grantee proposes to construct a project for which this bond would not financially ensure performance of Grantee's obligations under this Franchise, City is entitled to require a larger bond as may be appropriate under the circumstances.

Section 19. Street Vacation. City may vacate any public road, right-of-way, or other City property subject to this Franchise. If City vacates any portion of the area in which Facilities are located, City shall not be liable for any damages or loss to Grantee by reason of the street vacation. Grantee shall remove its Facilities from any vacated right-of-way unless such vacation provides for the continuing right of the Facilities to exist within the vacated area. Any relocation of Facilities resulting from a street vacation shall require a minimum of 180 days' notice as provided for in Section 37 (Notice).

Section 20. Limitation on Future Work. When City constructs a new street or reconstructs an existing street, Grantee shall be subject to applicable regulations relating to when street cuts and excavations may occur.

Section 21. Reservation of Rights by City.

21.1 City reserves the right to refuse any request for a permit to extend Facilities. Any such refusal shall be supported by a written statement from City that extending the Facilities, as proposed, would be detrimental to the public health, safety, or welfare.

21.2 City shall always have the authority to control by appropriate regulation the location,

ORDINANCE - 15

Does not require codification

elevation, manner, or construction and maintenance of any Facilities by Grantee, and Grantee shall promptly conform with all such regulations unless compliance would cause Grantee to violate other legal requirements.

Section 22. Safety. All of Grantee's Facilities shall be constructed and maintained in a safe and operational condition. Grantee shall follow all safety codes and other applicable regulations in the installation, operation, and maintenance of its Facilities.

Section 23. Emergency Response. Grantee shall, within 30 days of the execution of this Franchise, designate one or more responsible people and identify emergency 24-hour on-call personnel and the procedures to be followed when responding to an emergency. After being notified of an emergency, Grantee shall cooperate with City to immediately respond to aid in the protection the health and safety of the public.

Section 24. Hazardous Substances. Grantee shall comply with all applicable federal, state and local laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Facilities. Grantee agrees to indemnify City against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by City arising out of the release or threat of release of hazardous substances caused by Grantee's ownership or operation of its Facilities.

Section 25. Environmental. Grantee shall comply with all environmental protection laws, rules, recommendations, and regulations of the United States and the State of Washington, and their various subdivisions and agencies as adopted or amended and shall indemnify and hold City harmless from any damages arising from Grantee's noncompliance with any such laws, rules, recommendations, or regulations, whether Grantee's acts or activities were intentional or

ORDINANCE - 16

Does not require codification

unintentional. Grantee shall further indemnify City against all losses, costs, and expenses (including legal expenses) which City may incur arising from the requirement of any government or governmental subdivision or agency to clean and/or remove any pollution caused or permitted by Grantee, whether the requirement is during the term of the Franchise or after its termination.

Section 26. Utility Poles. The Parties acknowledge that any poles which Grantee desires to use for its Facilities are owned by a third-party or parties, and Grantee has entered or will enter into an agreement with the third-party or parties for use of those poles.

Section 27. Insurance.

27.1 Grantee shall maintain liability insurance for all claims for damages to the City, persons, or property that arise from Grantee' performance during this Franchise. Grantee shall maintain at least the following insurance coverage:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability.	
Each Occurrence	\$5,000,000
General Aggregate Per Occurrence	\$5,000,000
Products & Completed Operations Aggregate	\$5,000,000
Personal and Advertising Injury	\$2,000,000
Blanket Contractual Liability	\$2,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, hired, and/or non-owned vehicles arising from the performance of this Agreement.	
Combined Single Limit	\$2,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000

ORDINANCE - 17

Does not require codification

Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

27.2 In addition to the above coverage and limits, Grantee's insurance shall include:

27.2.1 Additional Insured. The City, its agents, representatives, officers, elected and appointed officials, and employees shall be named as an additional insured on Grantee's Commercial General Liability policy. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

27.2.2 Stop Gap. Either the Commercial General Liability or the Workers' Compensation policy shall be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced shall apply to the Stop Gap coverage as well and indicated on the Certificate.

27.2.3 Employment Security. Grantee shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.

27.2.4 The City shall be listed on the Certificate as the Certificate Holder.

27.2.5 Coverage Trigger. The insurance must be written on an "occurrence" basis and must be indicated on the Certificate.

27.3 Grantee shall provide evidence of all insurance required when requested by City by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

27.4 All policies shall be issued by an insurance company licensed to do business in the State of Washington.

ORDINANCE - 18

Does not require codification

Section 28. Indemnification and Waiver.

28.1 Grantee releases and covenants not to bring suit and agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, and representatives from all claims, costs, judgments, awards, or liability to any person for injury, sickness, or death of any person or damage to any property or interests:

28.1.1 Arising out of the acts or omissions of Grantee, its agents, servants, officers or employees or the construction, placement, operation, or maintenance of its Facilities; or

28.1.2 Based on City's inspection or lack of inspection of work performed by Grantee, its agents and servants, officers or employees in connection with work authorized in the Public Ways or property over which City has control pursuant to this Franchise, or pursuant to any other permit or approval issued in connection with this Franchise;

28.2 The provisions of Section 18.1 shall apply to claims by Grantee's own employees and the employees of the Grantee's agents, representatives, contractors, and subcontractors to which Grantee might otherwise be immune pursuant to Title 51 RCW.

28.3 Inspection or acceptance by City of any work performed by Grantee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. These indemnification obligations shall extend to claims which have not yet been filed and any claims which may be compromised with Grantee's consent prior to the initiation or culmination of any litigation. City has the right to defend or participate in the defense of any claim and has the right to approve any settlement or other compromise of any claim, provided, Grantee shall not be liable for a settlement or other compromise unless it has consented to it.

ORDINANCE - 19

Does not require codification

28.4 Grantee's obligations under this Section shall apply regardless of whether liability for damages arises out of bodily injury to persons or damages to property, except to the extent that such claims, actions, damages, costs, and expenses were caused by the sole negligence or willful misconduct of City. If a court with jurisdiction determines this Franchise is subject to the provisions RCW 4.24.115, the Parties agree that these indemnity provisions shall be deemed amended to conform to that statute and liability shall be allocated accordingly.

28.5 Notwithstanding any other provision of this Section, Grantee assumes the risk of damage to its Facilities located in the Public Ways from activities conducted by City, its officers, agents, employees, and contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful, or malicious action on the part of City, its officers, agents, employees, or contractors. Grantee releases and waives any such claims against City, its officers, agents, employees, or contractors. Grantee further agrees to indemnify, hold harmless, and defend City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Grantee's Facilities as the result of any interruption of service due to damage or destruction of Grantee's Facilities caused by or arising out of activities conducted by City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful or malicious actions on the part of City, its officers, agents, employees or contractors.

Section 29. Maps and Records Required. Grantee shall provide City at no cost:

29.1 A route map that depicts the general location of Grantee's Facilities placed in the Public Way. The route map shall identify Facilities as aerial or underground and is not required to depict

ORDINANCE - 20

Does not require codification

cable types, number of fibers or cables, electronic equipment, and service lines to individual subscribers. Grantee shall also provide an electronic format of the aerial/underground telecommunications facilities in relation to the Public Way centerline reference to allow City to add this information to the City's Geographic Information System ("GIS") program. GIS information shall be delivered to City by December 1, except as allowed in Section 29.4.

29.2 In addition to Section 29.1, City may request that Grantee provide Facility-specific information as needed for specific projects to avoid harm to Grantee's Facilities. To the extent such requests are limited to specific Facilities at a given location in connection with any City construction project, Grantee shall provide to City upon request with reasonable notice, copies of available drawings in use by Grantee showing the location of its Facilities. Grantee shall field locate its Facilities to facilitate design and planning of City projects.

29.3 Upon written request of City, Grantee shall provide City with the most recent update available of any plan to install additional Facilities. Any documents provided to City pursuant to Section 29.3 shall be deemed confidential and for informational purposes only and shall not obligate Grantee to undertake any specific improvements.

29.4 In addition to the requirements of Section 29.1, the Parties agree to periodically share GIS files upon written request, provided Grantee's GIS files are to be used solely by City for governmental purposes. Any files provided by City to Grantee shall be restricted to information necessary for Grantee's engineering needs for construction or maintenance of Facilities. Grantee is prohibited from selling or transferring City GIS information to any third parties.

ORDINANCE - 21

Does not require codification

Section 30. Public Record Act Compliance. Any public record relating to this Franchise may be subject to inspection and copying pursuant to Washington’s Public Record Act, chapter 42.56 RCW. City will provide Grantee a copy of a public record request that seeks to inspect or copy a “writing” as defined in RCW 42.56.010 relating to this Franchise prior to allowing any inspection and/or copying of the documentation/information. Additionally, City will request production of any responsive records Grantee may have in its possession. City will inform Grantee of the records it plans to disclose to the requestor. If Grantee disagrees with City’s determination of disclosure/nondisclosure and timely notifies City of the same, City agrees to withhold release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Grantee an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended. If Grantee seeks judicial protection, Grantee will be solely responsible for its related attorney fees and costs. City shall not be liable for any loss or damage resulting from a release of records so long as City acted in good faith in releasing the records.

Section 31. Modification. City and Grantee reserve the right to modify the terms of this Franchise upon the written agreement of both Parties. Any modification(s) shall be by ordinance of the City Council and accepted by the Grantee.

Section 32. Survival. All provisions, conditions, and requirements of this Franchise shall be in addition to all other obligations and liabilities Grantee may have to the City at common law or by statute. In the event any Facilities are left in the Public Ways following the expiration or termination of this Franchise, then the provisions and requirements of Sections 7 (Relocation of Facilities), 8 (Non-Interference with Existing Facilities), 9 (Movement of Grantee’s Facilities for

ORDINANCE - 22

Does not require codification

Others), 11 (Abandoned Facilities), 12 (Removal of Facilities at End of Franchise), 14 (Construction Standards), 15 (Restoration after Construction or Damage), 16 (Emergency Work by Grantee), 17 (Dangerous Conditions – Authority for City to Abate), 22 (Safety), 24 (Hazardous Substances), 25 (Environmental), 28 (Indemnification), 33 (Severability), 34 (Assignment), 35 (Choice of Law), 36 (Remedies), and 37 (Notice) shall survive the expiration or termination of this Franchise, and any renewals or extensions remain effective until Grantee removes its Facilities from the Public Ways or transfers ownership of its Facilities to a third party. All provisions, conditions, regulations, and requirements in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives, and assigns of Grantee. All privileges, obligations, and liabilities of Grantee shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever Grantee is named herein.

Section 33. Severability. If a court with jurisdiction over the matter determines any clause of this Franchise is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Franchise will remain in full force and effect.

Section 34. Assignment.

34.1 This Franchise may not be assigned or transferred without the written approval of City, which shall not be unreasonably withheld or delayed, except Grantee may freely assign this Franchise in whole or part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization, or refinancing. In the event a transfer or assignment of Grantee's ownership is approved by the Washington Utilities and Transportation Commission

ORDINANCE - 23

Does not require codification

(“UTC”), City will be deemed to have consented to the transfer. Grantee shall provide City with a copy of any UTC approval. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, consent shall not be required unless and until the secured party elects to realize upon the collateral. Grantee shall provide prompt, written notice to City of any such assignment.

34.2 Grantee may, in addition and without the prior written consent of City:

34.2.1 Lease the Facilities or any portion thereof to another Person, provided, the other Person shall obtain a City franchise;

34.2.2 Grant an Indefeasible Right of User Interest in the Facilities, in whole or in part, to another Person; or

34.2.3 Offer or provide capacity or bandwidth in its Facilities to another Person;

Provided, that Grantee retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its Facilities pursuant to the terms and conditions of this Franchise.

Section 35. Choice of Law. Any litigation between City and Grantee arising under or regarding this Franchise shall occur in Clark County Superior Court if a state action, and in the United States District Court, Western District of Washington if a federal action. Each Party shall pay their own costs and attorney fees.

Section 36. Remedies. Remedies under this Franchise are cumulative; exercise of one remedy will not exclude or waive any other remedy.

Section 37. Notice. Any notice or information to be given to the Parties under this Franchise may be sent to the following addresses unless otherwise specified in writing:

ORDINANCE - 24

Does not require codification

City:
City Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

Grantee:
NJORD LLC. (DBA) Zing Broadband
432 E Idaho St C425
Kalispell, Montana 59901

Local Office:
1721 Grace Ave. Ste C
Battle Ground, WA, 98604

Notice is effective upon receipt in the case of personal delivery, three days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery.

Section 38. Entire Agreement. This Franchise constitutes the entire agreement between the Parties and no other agreements or understandings, written or otherwise, shall be binding upon the Parties upon approval and acceptance of this Franchise. This Franchise shall also supersede and cancel any previous right or claim of Grantee to occupy the City's Public Ways

Section 39. Acceptance. Within 60 days after the passage and approval of this Ordinance, this Franchise may be accepted by Grantee by providing the City Clerk its written acceptance. Failure by Grantee return a fully executed Franchise within the 60 days shall be deemed a rejection of the terms and this Ordinance shall have no legally binding effect.

Section 40. Effective Date. Subject to compliance with Section 39 for acceptance of the terms of the Franchise, this Ordinance shall become effective five days from and after its final passage by the Vancouver City Council and publication of a summary of the Ordinance pursuant to City Charter.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____

SIGNED this _____ day of _____, 2024.

ORDINANCE - 25
Does not require codification

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 26

Does not require codification

Accepted by _____:

By: _____
Name and official capacity

Grantee, _____, for itself, its successors, and assigns, accepts all terms and conditions of the foregoing Franchise.

In witness whereof, _____ has signed this _____th day of _____, 20__.

Notary Public in and for the state of _____
Residing in _____
My commission expires _____

ORDINANCE - 27
Does not require codification

SUMMARY

ORDINANCE M-_____

AN ORDINANCE relating to management of the public rights-of-way, granting to Njord LLC, (DBA) Zing Broadband, a non-exclusive and revocable franchise to install, operate and maintain a telecommunication system in, on, over, upon along, and across the public ways of the City of Vancouver, Washington, prescribing certain rights, duties, terms and conditions with respect to such franchise; providing for setting an effective date and conditions.

The full text of this Ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8799, or via www.cityofvancouver.us (Go to City Government and Public Records).

ORDINANCE - 28

Does not require codification



Item #10.

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/26/2024

SUBJECT Appointment Planning Commission

Present Situation

The Planning Commission serves as a volunteer advisory body and makes recommendations to the City Council on the topics related to the future growth and development of Vancouver.

Council Committee 1 recently interviewed candidates for this commission and recommends the mid-term appointment of Jeff Prussack to a position that would be effective Jan. 1, 2024, and expire Dec. 31, 2024.

If there are no objections, this appointment will be presented for Council action at the at the **Monday, Feb. 26, 2024**, Council meeting.

Action Requested

Appoint to the Planning Commission Jeff Prussack to a mid-term position effective January 1, 2024, and expiring December 31, 2024.

Council Committee 1

ATTACHMENTS:



Item #11.

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/26/2024

SUBJECT Appointment Clark County Mosquito Control Board

Present Situation

The Clark County Mosquito Control District Board of Trustees is made of members representing each city in Clark County and members appointed by the Clark County Councilors. The City of Vancouver appoints one representative to the Board. The Board oversees the administration and operation of the Mosquito Control District.

Council Subcommittee 2 recently reviewed candidates for this commission and recommends the full-term reappointment of Kayla D'Ambrosi with a term effective January 1, 2024, and expiring December 31, 2025.

If there are no objections, we would like to make this appointment at the **Monday, February 26, 2024**, Council meeting.

Action Requested

Reappoint to the Clark County Mosquito Control District Board of Trustees, Kayla D'Ambrosi to a full-term position effective January 1, 2024, and expiring December 31, 2025.

Council Committee 2

ATTACHMENTS:

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:

\$ 13,785,805.48 this 26th day of February 2024.

MAYOR

COUNCILMEMBER

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
February 05, 2024 - February 18, 2023	Accounts Payable Checks (see attached)	\$ 9,484,623.64
February 05, 2024 - February 18, 2023	Hansen City Payments (see attached)	\$ 17,952.27
February 05, 2024 - February 18, 2023	Visa Refunds (see attached)	\$ 4,060.73
February 05, 2024 - February 18, 2023	Payroll Checks (see attached)	\$ 4,279,168.84
TOTAL		\$ 13,785,805.48

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Miscellaneous Payment	Check	16560	2/7/2024	170.23	110 Home Solutions LLC	Refund overpayment of loan payoff. Loan# 6000652
Miscellaneous Payment	Check	16561	2/7/2024	46.75	Alia Rodrigues	GL20231033
Miscellaneous Payment	Check	16562	2/7/2024	30,321.69	American Family Insurance	GL20221058
Miscellaneous Payment	Check	16563	2/7/2024	84.00	Beth Ford	Basketball League Refund
Miscellaneous Payment	Check	16564	2/7/2024	400.00	Bret Taylor	FISHER CEMETERY SELL BACK OF SE-138-295 AND SE-138-296
Miscellaneous Payment	Check	16565	2/7/2024	54.00	Clark College	Refund of overpayment to INV# 77059038
Miscellaneous Payment	Check	16566	2/7/2024	357.52	David Heid	MPE-349604 (jobsite: 15823 NE 20th Street)
Miscellaneous Payment	Check	16567	2/7/2024	2,324.04	Fae Moeller	Claim Payment - DOL: 05/01/2023 - Risk
Miscellaneous Payment	Check	16568	2/7/2024	76.77	Mackenzie Gottfried	Refund of parking permit no longer needed. COV13477
Miscellaneous Payment	Check	16569	2/7/2024	828.04	Mary Ann Noren	Refund overpayment of loan payoff. Loan#6000355
Miscellaneous Payment	Check	16570	2/7/2024	310.50	Neil Seifert	Meal reimbursement
Miscellaneous Payment	Check	16571	2/7/2024	44.13	Professional Credit Service	Refund to PCS for invoice 35097 negative trust. Citation 7203810767 EUNJAE LEE
Miscellaneous Payment	Check	16572	2/7/2024	89.03	Sara Spiers	Refund of parking permit no longer needed
Miscellaneous Payment	Check	16573	2/7/2024	233.00	Ventas Realty Limited Partnership	Refund of duplicate payment to INV#77057327 and INV#77057332
Ad Hoc Payment	Check	16574	2/7/2024	282.82	Alan J or Linda D Schmeits	Utility Refunds: 0046027200-08
Ad Hoc Payment	Check	16575	2/7/2024	134.02	Bauguess,Candace	Utility Refunds: 0081010100-01
Ad Hoc Payment	Check	16576	2/7/2024	48.60	Bergh,Henry or Aileen	Utility Refunds: 0124000340-03
Ad Hoc Payment	Check	16577	2/7/2024	97.65	Bomberry,Timothy A or Brenda C	Utility Refunds: 0075005000-06
Ad Hoc Payment	Check	16578	2/7/2024	256.81	Bray,Ann or Kim	Utility Refunds: 0147020200-02
Ad Hoc Payment	Check	16579	2/7/2024	113.39	Carol or Robert Warren, Trustees of the Warren,Family Living Trust	Utility Refunds: 0000001983-03
Ad Hoc Payment	Check	16580	2/7/2024	37.13	Carter,Nancy	Utility Refunds: 0139000990-02
Ad Hoc Payment	Check	16581	2/7/2024	17.37	Charles B or Laurie M Sonderegger as Trustees of, the CB Sonderegger Family Trust	Utility Refunds: 0046011135-06
Ad Hoc Payment	Check	16582	2/7/2024	50.06	Charles Schram Successor Trustee of the William,Schram Living Trust	Utility Refunds: 0023032988-03
Ad Hoc Payment	Check	16583	2/7/2024	224.83	Clark and Sons Excavating Inc	Utility Refunds: 0000009102-12
Ad Hoc Payment	Check	16584	2/7/2024	138.00	Cynthia M Allen as a Representative of the,Estate of Daniel Seth Loucks	Utility Refunds: 0048062800-08
Ad Hoc Payment	Check	16585	2/7/2024	211.00	Dannielle Nieves or Enrique Nieves Jr	Utility Refunds: 0045005000-08 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	16586	2/7/2024	28.14	David A or Karen A McNeil Trustees,McNeil Family Trust	Utility Refunds: 0056001400-05
Ad Hoc Payment	Check	16587	2/7/2024	184.54	David Rodriguez or Sandra Tena	Utility Refunds: 0091016616-13
Ad Hoc Payment	Check	16588	2/7/2024	155.96	Draper,Kristy or Steve	Utility Refunds: 0000008578-02
Ad Hoc Payment	Check	16589	2/7/2024	35.04	Duff,Christopher K	Utility Refunds: 0078099370-03
Ad Hoc Payment	Check	16590	2/7/2024	39.56	Dunbar,Stacey	Utility Refunds: 0114007970-04
Ad Hoc Payment	Check	16591	2/7/2024	156.34	EM Fischer Enterprises LLC	Utility Refunds: 0000003525-02
Ad Hoc Payment	Check	16592	2/7/2024	50.51	Englund,Jim or Karen	Utility Refunds: 0042008700-02
Ad Hoc Payment	Check	16593	2/7/2024	445.00	Enrique M Che or Liza J Jang-Che	Utility Refunds: 0020028600-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	16594	2/7/2024	103.00	Eric Landon Sr or Kimberly Landon	Utility Refunds: 0114008050-04
Ad Hoc Payment	Check	16595	2/7/2024	175.03	Escudero,Emily M	Utility Refunds: 0078099890-02
Ad Hoc Payment	Check	16596	2/7/2024	58.94	Estate of William or Charles Schram	Utility Refunds: 0023032988-03

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

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Ad Hoc Payment	Check	16597	2/7/2024	45.36	Estrada,Ludwin	Utility Refunds: 0039016500-16
Ad Hoc Payment	Check	16598	2/7/2024	104.93	Ethridge,Anastasia or Trent	Utility Refunds: 0046052900-06
Ad Hoc Payment	Check	16599	2/7/2024	281.53	Ferguson,Jodi	Utility Refunds: 0057009800-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	16600	2/7/2024	124.41	Ferguson,John or Roberta	Utility Refunds: 0033073400-04
Ad Hoc Payment	Check	16601	2/7/2024	146.11	Fulthorp,Donald L	Utility Refunds: 0042018700-10
Ad Hoc Payment	Check	16602	2/7/2024	88.24	Galanter,David or Rosemary	Utility Refunds: 0000007465-01
Ad Hoc Payment	Check	16603	2/7/2024	95.48	Gary Dean Williamson, Sucessor Trustee under Mary, Ellen Williamson Revocable Trust	Utility Refunds: 0045026406-04
Ad Hoc Payment	Check	16604	2/7/2024	51.34	Gerlach,Linda	Utility Refunds: 0042040000-00
Ad Hoc Payment	Check	16605	2/7/2024	178.25	Hansen,Sarabeth	Utility Refunds: 0044025700-10
Ad Hoc Payment	Check	16606	2/7/2024	333.60	Hays,Danny	Utility Refunds: 0000002018-03
Ad Hoc Payment	Check	16607	2/7/2024	40.60	HPS Foot and Bo	Utility Refunds: 0000001210-03
Ad Hoc Payment	Check	16608	2/7/2024	231.99	Ivan Trifonov or Anastasiia Burtseva	Utility Refunds: 0051011800-03
Ad Hoc Payment	Check	16609	2/7/2024	151.80	John or Phyllis Torrey	Utility Refunds: 0080060900-04
Ad Hoc Payment	Check	16610	2/7/2024	134.08	John or Virginia Evans CoTrustees of John and, Virginia Evans Family Trust	Utility Refunds: 0500003545-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	16611	2/7/2024	178.00	Jones,Aaron	Utility Refunds: 0047018000-09
Ad Hoc Payment	Check	16612	2/7/2024	205.63	Kiyoko Okayasu and Jeffrey Rigotti Revocable Trust,Kiyoko Okayasu Trustee	Utility Refunds: 0102000232-02
Ad Hoc Payment	Check	16613	2/7/2024	204.52	Konstantinos Fassilis or Morgan McCollum	Utility Refunds: 0000007965-03
Ad Hoc Payment	Check	16614	2/7/2024	130.89	Larry Kochever or Carmen Lizarraga	Utility Refunds: 0000008355-02
Ad Hoc Payment	Check	16615	2/7/2024	57.95	Lemo Properties LLC	Utility Refunds: 0054010600-02
Ad Hoc Payment	Check	16616	2/7/2024	175.42	Lesley Williams-Anderson, Personal Rep. of the,Estate of Matthew Herbert Williams	Utility Refunds: 0043083600-10
Ad Hoc Payment	Check	16617	2/7/2024	169.64	Loeber,Christopher	Utility Refunds: 0058059100-17
Ad Hoc Payment	Check	16618	2/7/2024	160.48	Maryl L or Michael D McCarthy	Utility Refunds: 0052002600-04
Ad Hoc Payment	Check	16619	2/7/2024	121.00	Maskaliunas,Linas or Marjorie	Utility Refunds: 0000006505-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	16620	2/7/2024	69.39	Masunaga,Heidi	Utility Refunds: 0000007214-03
Ad Hoc Payment	Check	16621	2/7/2024	147.61	Masunaga,Heidi or David	Utility Refunds: 0000007214-03
Ad Hoc Payment	Check	16622	2/7/2024	184.46	Maxfield,Pamela	Utility Refunds: 0077001118-04
Ad Hoc Payment	Check	16623	2/7/2024	165.71	McNeil,Karen A	Utility Refunds: 0056001400-05
Ad Hoc Payment	Check	16624	2/7/2024	107.35	Mercer,Leo	Utility Refunds: 0085045800-03
Ad Hoc Payment	Check	16625	2/7/2024	219.37	Merrill,Jacob or Serena	Utility Refunds: 0017016100-03
Ad Hoc Payment	Check	16626	2/7/2024	235.89	Meyer,Ryan or Stefanie	Utility Refunds: 0000002427-03
Ad Hoc Payment	Check	16627	2/7/2024	88.25	Miller,Lonnie or Twilla	Utility Refunds: 0106050200-03
Ad Hoc Payment	Check	16628	2/7/2024	36.89	Mountain Valley Property Management LLC	Utility Refunds: 0077000122-13
Ad Hoc Payment	Check	16629	2/7/2024	141.10	Mynd Management Inc	Utility Refunds: 0000005546-06
Ad Hoc Payment	Check	16630	2/7/2024	142.44	Niemi,Karis or Douglas	Utility Refunds: 0112093152-05
Ad Hoc Payment	Check	16631	2/7/2024	89.63	Nylund Inc	Utility Refunds: 0046024300-03
Ad Hoc Payment	Check	16632	2/7/2024	20.80	OD Labs Property	Utility Refunds: 0045013200-08
Ad Hoc Payment	Check	16633	2/7/2024	25.97	OD Labs Property	Utility Refunds: 0045000100-14
Ad Hoc Payment	Check	16634	2/7/2024	130.39	Opendoor Labs Inc	Utility Refunds: 0045013200-08
Ad Hoc Payment	Check	16635	2/7/2024	32.54	Opendoor Labs Inc	Utility Refunds: 0500003696-03

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INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Ad Hoc Payment	Check	16636	2/7/2024	85.01	Powell,Shoshana	Utility Refunds: 0080089800-08
Ad Hoc Payment	Check	16637	2/7/2024	26.50	Quiogue,Jordan or Heidi	Utility Refunds: 0056008342-08
Ad Hoc Payment	Check	16638	2/7/2024	272.98	Rendon,Lacey or Troy	Utility Refunds: 0024036000-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	16639	2/7/2024	43.18	Schmeits,Linda D	Utility Refunds: 0046027200-08
Ad Hoc Payment	Check	16640	2/7/2024	89.02	Schoenkopf,Gregory	Utility Refunds: 0109003610-02
Ad Hoc Payment	Check	16641	2/7/2024	100.05	Sean Allison Personal Rep of the Estate of,Patricia Allison	Utility Refunds: 0018022100-03
Ad Hoc Payment	Check	16642	2/7/2024	54.02	SFR Aquisitions 2022 LLC	Utility Refunds: 0085074200-11
Ad Hoc Payment	Check	16643	2/7/2024	74.94	Shorthill,Nathan	Utility Refunds: 0040000400-06
Ad Hoc Payment	Check	16644	2/7/2024	185.00	Smith,David T	Utility Refunds: 0030047300-08 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	16645	2/7/2024	115.75	Stehr,Danielle or David	Utility Refunds: 0073003075-01
Ad Hoc Payment	Check	16646	2/7/2024	219.86	Stewart,Miranda R & Matthew C	Utility Refunds: 0085005700-05
Ad Hoc Payment	Check	16647	2/7/2024	38.71	Stone,David	Utility Refunds: 0085047400-12
Ad Hoc Payment	Check	16648	2/7/2024	50.16	Traver,Luke	Utility Refunds: 0128000220-06
Ad Hoc Payment	Check	16649	2/7/2024	101.94	Tropino,Greg	Utility Refunds: 0039067000-02
Ad Hoc Payment	Check	16650	2/7/2024	64.79	Tucker,Jacuelyne or Mishka	Utility Refunds: 0042007114-03
Ad Hoc Payment	Check	16651	2/7/2024	113.12	Tyler W Ellis or Jenee D Clulow	Utility Refunds: 0042005776-09
Ad Hoc Payment	Check	16652	2/7/2024	106.59	Valcazar,Alejandro	Utility Refunds: 0500003702-02
Ad Hoc Payment	Check	16653	2/7/2024	185.89	Wales,Zachary D or Kaytlen A	Utility Refunds: 0075001576-08
Ad Hoc Payment	Check	16654	2/7/2024	19.96	Ward,Keri or Cody	Utility Refunds: 0062024300-05
Ad Hoc Payment	Check	16655	2/7/2024	505.00	Westlake,Eleanor	Utility Refunds: 0099059300-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	16656	2/7/2024	102.40	White,Braun	Utility Refunds: 0106085008-08
Ad Hoc Payment	Check	16657	2/7/2024	459.94	Woodward,Henry	Utility Refunds: 0065025141-07 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	16658	2/7/2024	225.56	Woodward,Odette K	Utility Refunds: 0082000406-04
Ad Hoc Payment	Check	16659	2/7/2024	324.72	Yuri Sashkov, Personal Rep of the Estate of,Vladimir M Sashkov Sr	Utility Refunds: 0079037600-14
Supplier Payment	Check	16660	2/7/2024	506.81	Accurate Corporate Services Inc	
Supplier Payment	Check	16661	2/7/2024	5,535.00	Afghan Associates Inc	
Supplier Payment	Check	16662	2/7/2024	125.58	Airgas, Inc	
Supplier Payment	Check	16663	2/7/2024	798.00	Allegheny Answering Services	
Supplier Payment	Check	16664	2/7/2024	38.50	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	16665	2/7/2024	654.00	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	16666	2/7/2024	615.50	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	16667	2/7/2024	58.75	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	16668	2/7/2024	4,768.70	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	16669	2/7/2024	98.49	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	16670	2/7/2024	314.79	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	16671	2/7/2024	5,637.84	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	

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INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Supplier Payment	Check	16672	2/7/2024	6,743.21	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	16673	2/7/2024	8,859.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	16674	2/7/2024	145.02	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	16675	2/7/2024	86.46	AT & T Mobility II LLC	
Supplier Payment	Check	16676	2/7/2024	26,287.50	Barran Liebman LLP	
Supplier Payment	Check	16677	2/7/2024	5,422.50	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	16678	2/7/2024	13,800.00	Cascade Inn	
Supplier Payment	Check	16679	2/7/2024	2,940.15	CECO Inc	
Supplier Payment	Check	16680	2/7/2024	390.11	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	16681	2/7/2024	37,534.15	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	16682	2/7/2024	124,941.01	Clary Longview LLC	
Supplier Payment	Check	16683	2/7/2024	11,977.18	Clifford & Martin, Inc	
Supplier Payment	Check	16684	2/7/2024	20,866.39	Columbia Resource Company	
Supplier Payment	Check	16685	2/7/2024	108.33	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	16686	2/7/2024	193.33	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	16687	2/7/2024	215.46	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	16688	2/7/2024	151.15	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	16689	2/7/2024	121.84	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	16690	2/7/2024	188.33	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	16691	2/7/2024	121.84	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	16692	2/7/2024	1,562.50	Constangy, Brooks, Smith & Prophete, LLP	
Supplier Payment	Check	16693	2/7/2024	545.00	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	16694	2/7/2024	15,738.40	Datec Inc	
Supplier Payment	Check	16695	2/7/2024	2,425.00	David Corey PHD PC	
Supplier Payment	Check	16696	2/7/2024	268.00	Dex Media West	
Supplier Payment	Check	16697	2/7/2024	250.00	Financial Consulting Solutions Group Inc	
Supplier Payment	Check	16698	2/7/2024	8,409.03	Fourth Plain Forward	
Supplier Payment	Check	16699	2/7/2024	3,229.94	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	16700	2/7/2024	15,340.00	Hawks Ridge Assisted Living	
Supplier Payment	Check	16701	2/7/2024	22,794.84	HMI Oregon - Remit-To: Pacific WRO	
Supplier Payment	Check	16702	2/7/2024	64,023.03	KBT Distributing LLC	
Supplier Payment	Check	16703	2/7/2024	9,854.87	Ke Kukui Foundation - Remit-To: Ke Kukui Foundation - street	
Supplier Payment	Check	16704	2/7/2024	1,293.06	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons	
Supplier Payment	Check	16705	2/7/2024	1,316.36	Lakeyland Inc	
Supplier Payment	Check	16706	2/7/2024	12,772.25	Latitude Geographics	
Supplier Payment	Check	16707	2/7/2024	400.00	Lee Nicholas	
Supplier Payment	Check	16708	2/7/2024	364.15	Mark IV Enterprises Inc	
Supplier Payment	Check	16709	2/7/2024	2,146.14	Mascott Equipment Co	
Supplier Payment	Check	16710	2/7/2024	3,000.00	Message Gears LLC	
Supplier Payment	Check	16711	2/7/2024	16,490.00	MGT of America LLC	
Supplier Payment	Check	16712	2/7/2024	28,800.00	Mindful Badge LLC	
Supplier Payment	Check	16713	2/7/2024	1,351.55	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	16714	2/7/2024	12,000.00	National Association of City Transportation Officials Inc	

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INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Supplier Payment	Check	16715	2/7/2024	110.00	Northwest Drug-Safe LLC	
Supplier Payment	Check	16716	2/7/2024	20,580.76	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	16717	2/7/2024	16,622.73	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	Check	16718	2/7/2024	1,168.83	One Call Concepts Inc	
Supplier Payment	Check	16719	2/7/2024	69,241.90	Origami Risk LLC - Remit-To: Origami Risk LLC	
Supplier Payment	Check	16720	2/7/2024	910.00	Pacifica Law Group LLP	
Supplier Payment	Check	16721	2/7/2024	110,938.00	PB LOADER CORPORATION	
Supplier Payment	Check	16722	2/7/2024	445.00	Performance Occupational Health Services, LLC	
Supplier Payment	Check	16723	2/7/2024	50.00	Portland Adventist Medical Center	
Supplier Payment	Check	16724	2/7/2024	3,962.75	PPC Solutions Inc	
Supplier Payment	Check	16725	2/7/2024	11,098.00	Prestige Care & Rehabilitation - Camas	
Supplier Payment	Check	16726	2/7/2024	28,700.07	Public Safety Testing Inc	
Supplier Payment	Check	16727	2/7/2024	272.50	R & W Engineering Inc	
Supplier Payment	Check	16728	2/7/2024	319.00	Rapid Response Bio Clean Inc.	
Supplier Payment	Check	16729	2/7/2024	999.13	Resolute Documentation Services	
Supplier Payment	Check	16730	2/7/2024	20,333.44	San Diego Police Equipment Co Inc	
Supplier Payment	Check	16731	2/7/2024	1,141.35	Security Contractors Services	
Supplier Payment	Check	16732	2/7/2024	3,905.93	Shrums Pest Control	
Supplier Payment	Check	16733	2/7/2024	238.39	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	16734	2/7/2024	1,182.27	Southwest Clean Air Agency	
Supplier Payment	Check	16735	2/7/2024	628.00	State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology	
Supplier Payment	Check	16736	2/7/2024	725.76	State of Washington Department of Revenue	
Supplier Payment	Check	16737	2/7/2024	66.78	State of Washington Department of Transportation	
Supplier Payment	Check	16738	2/7/2024	2,115.00	State of Washington State Patrol	
Supplier Payment	Check	16739	2/7/2024	6.62	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	16740	2/7/2024	6,523.50	The ADT Security Corporation	
Supplier Payment	Check	16741	2/7/2024	2,014.00	The Loudenback Corporation	
Supplier Payment	Check	16742	2/7/2024	1,289.21	Towing & Recovering Services Inc	
Supplier Payment	Check	16743	2/7/2024	1,538.87	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	16744	2/7/2024	13,365.49	Triple J Enterprises	
Supplier Payment	Check	16745	2/7/2024	1,160.37	UKG Kronos Systems LLC - Remit-To: Atlanta	
Supplier Payment	Check	16746	2/7/2024	4,090.00	US Bank - Remit-To: US Bank - St Paul	
Supplier Payment	Check	16747	2/7/2024	95.00	Vancouver Granite Works Inc	
Supplier Payment	Check	16748	2/7/2024	20,000.00	Vancouver Symphony Orchestra	
Supplier Payment	Check	16749	2/7/2024	3,899.49	Walter E Nelson Company	
Supplier Payment	Check	16750	2/7/2024	270.00	Washington Association of Municipal Attorneys	
Supplier Payment	Check	16751	2/7/2024	1,924.00	Wesco Distribution, Inc.	
Supplier Payment	Check	16752	2/7/2024	5,242.69	Wex Bank	
Supplier Payment	Check	16753	2/7/2024	12,534.00	Willis Towers Watson Insurance Services West inc	
Supplier Payment	Check	16754	2/7/2024	3,191.20	Yakima County	
Supplier Payment	Check	16755	2/7/2024	4,565.36	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Customer Refund	Check	16756	2/7/2024	385.00	A PLACE TO CALL HOME	Overpayment on account refund - last bill cycle 12/01/2023.
Customer Refund	Check	16757	2/7/2024	100.00	BEN'S BOTTLE SHOP	Refund from overpayment on account. Last bill cycle as of 12/01/2023.
Customer Refund	Check	16758	2/7/2024	432.00	HEARING BY DESIGN	Refund overpayment - last bill cycle 12/01/2023.
Customer Refund	Check	16759	2/7/2024	300.00	LIVING WELL - SENIOR HOME PLACEMENT	Refund overpayment on account - last billing cycle 12/01/2023.

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Customer Refund	Check	16760	2/7/2024	330.00	MAX LYONS	Overpayment of C-11 Hangar Payment on 11/06/2023 after customer vacated.
Supplier Payment	Check	16761	2/9/2024	6,279.13	Aflac	
Supplier Payment	Check	16762	2/9/2024	5,793.64	AFSCME Local #307	
Supplier Payment	Check	16763	2/9/2024	334.00	California State Disbursement Unit	
Supplier Payment	Check	16764	2/9/2024	1,033.50	Chapter 13 - Trustee	
Supplier Payment	Check	16765	2/9/2024	491.00	Hawaii SDU	
Supplier Payment	Check	16766	2/9/2024	830.25	IAM Local #1374	
Supplier Payment	Check	16767	2/9/2024	9,048.98	Life Insurance Company of North America	
Supplier Payment	Check	16768	2/9/2024	1,050.00	MFS Service Center Inc	
Supplier Payment	Check	16769	2/9/2024	25.00	OPEIU Local #11	
Supplier Payment	Check	16770	2/9/2024	4,323.13	OPEIU Local #11	
Supplier Payment	Check	16771	2/9/2024	759.00	Teamsters Local #58	
Supplier Payment	Check	16772	2/9/2024	280.00	UA Local #290	
Supplier Payment	Check	16773	2/9/2024	3,803.08	Western Conference of Teamsters	
Supplier Payment	Check	16774	2/9/2024	1,346.88	Western Metal Industry Pension Plan	
Ad Hoc Payment	Check	16775	2/14/2024	152.36	16515 NE 90th Cir Trust	Utility Refunds: 0500001992-02
Ad Hoc Payment	Check	16776	2/14/2024	91.43	Affan Amiruddin or Maya Mourad	Utility Refunds: 0000005588-04
Ad Hoc Payment	Check	16777	2/14/2024	191.82	Alex Garcia Lopez or Marina Garcia	Utility Refunds: 0082002000-05
Ad Hoc Payment	Check	16778	2/14/2024	60.44	Allemang,Chris	Utility Refunds: 0057021900-11
Ad Hoc Payment	Check	16779	2/14/2024	58.66	Avalos Dominguez,Samuel	Utility Refunds: 0086000894-04
Ad Hoc Payment	Check	16780	2/14/2024	264.62	Avery Assets LLC	Utility Refunds: 0010034100-07 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	16781	2/14/2024	360.00	Azul,Jeff	Utility Refunds: 0024052100-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	16782	2/14/2024	35.98	Ballenger,Tara A	Utility Refunds: 0006062402-01
Ad Hoc Payment	Check	16783	2/14/2024	168.62	Bednarek,Jennifer	Utility Refunds: 0112010012-03
Ad Hoc Payment	Check	16784	2/14/2024	207.95	Bell,Patricia	Utility Refunds: 0099049850-05
Ad Hoc Payment	Check	16785	2/14/2024	70.86	Bravenec,Heather	Utility Refunds: 0000005692-03
Ad Hoc Payment	Check	16786	2/14/2024	106.23	Catherine Black or Kenneth Johnson	Utility Refunds: 0021011900-12
Ad Hoc Payment	Check	16787	2/14/2024	128.91	Chancey,Stephen	Utility Refunds: 0002010200-15
Ad Hoc Payment	Check	16788	2/14/2024	56.64	Clean Slate Properties LLC	Utility Refunds: 0070050200-06
Ad Hoc Payment	Check	16789	2/14/2024	40.00	Cotton,Jessie	Utility Refunds: 0108010076-02
Ad Hoc Payment	Check	16790	2/14/2024	99.29	CRP/PG Harmony Indust Owner LLC-CL	Utility Refunds: 0000004615-01
Ad Hoc Payment	Check	16791	2/14/2024	188.74	Daniel J Fry or Maksim Lopatin	Utility Refunds: 0003002102-02
Ad Hoc Payment	Check	16792	2/14/2024	86.33	Dillard,Linda	Utility Refunds: 0080001900-04
Ad Hoc Payment	Check	16793	2/14/2024	72.57	Dina A or Evangeline T llardem Trustees of the llarde Living Trust	Utility Refunds: 0101000224-03
Ad Hoc Payment	Check	16794	2/14/2024	195.00	DM Homes LLC	Utility Refunds: 0003018300-05
Ad Hoc Payment	Check	16795	2/14/2024	80.47	Dunn,Donald	Utility Refunds: 0004034000-07
Ad Hoc Payment	Check	16796	2/14/2024	26.68	Dwell Property Solutions Inc	Utility Refunds: 0019052300-15
Ad Hoc Payment	Check	16797	2/14/2024	150.00	Evergreen Rental Homes LLC	Utility Refunds: 0096003058-03
Ad Hoc Payment	Check	16798	2/14/2024	126.77	Farias,Cristobal or Kendra	Utility Refunds: 0087050600-02
Ad Hoc Payment	Check	16799	2/14/2024	86.23	Franco,Elizabeth or Daniel	Utility Refunds: 0032050100-04
Ad Hoc Payment	Check	16800	2/14/2024	110.00	Fry,Daniel	Utility Refunds: 0011030000-26
Ad Hoc Payment	Check	16801	2/14/2024	70.72	Gatlin, Van	Utility Refunds: 0087024008-07
Ad Hoc Payment	Check	16802	2/14/2024	259.28	Gatlin, Van or Dale	Utility Refunds: 0087024008-07
Ad Hoc Payment	Check	16803	2/14/2024	247.00	Gilberto Jimenez or Miroslava Lohr	Utility Refunds: 0000004056-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	16804	2/14/2024	57.13	Hall,Patrick or Kelly	Utility Refunds: 0018021600-06
Ad Hoc Payment	Check	16805	2/14/2024	80.24	Harkleroad,William or Carmen	Utility Refunds: 0500003804-02

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INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Ad Hoc Payment	Check	16806	2/14/2024	75.46	Heins,Lisa M or Andrew J	Utility Refunds: 0058058056-05
Ad Hoc Payment	Check	16807	2/14/2024	56.02	Hinton,Samuel	Utility Refunds: 0011035000-08
Ad Hoc Payment	Check	16808	2/14/2024	51.42	Hixon,Maia or Adam	Utility Refunds: 0004010300-15
Ad Hoc Payment	Check	16809	2/14/2024	172.59	Hoffman,Shanti	Utility Refunds: 0073003270-01
Ad Hoc Payment	Check	16810	2/14/2024	1,154.88	Inland Company	Utility Refunds: 0000008376-12
Ad Hoc Payment	Check	16811	2/14/2024	162.34	James,Stefanie or Jeremy	Utility Refunds: 0063008868-07
Ad Hoc Payment	Check	16812	2/14/2024	200.80	James R or Martha K Mewhirter Trustees of the,Mewhirter Living Trust	Utility Refunds: 0099090009-02
Ad Hoc Payment	Check	16813	2/14/2024	21.72	John M Herndon or Richard W Herndon,Co Trustees of the Laroy Burnard	Utility Refunds: 0016017700-00
Ad Hoc Payment	Check	16814	2/14/2024	73.93	Johnson,Steven F or Christina R	Utility Refunds: 0092025700-09
Ad Hoc Payment	Check	16815	2/14/2024	193.94	Josberger,James H or Rebekah L	Utility Refunds: 0087049516-05
Ad Hoc Payment	Check	16816	2/14/2024	62.04	Kelley or Joseph Mcfate	Utility Refunds: 0067016500-08
Ad Hoc Payment	Check	16817	2/14/2024	861.81	Luxury Construction Home Inc	Utility Refunds: 0500006225-01
Ad Hoc Payment	Check	16818	2/14/2024	27.79	Myers,Alexandra or Bradley	Utility Refunds: 0005035600-06
Ad Hoc Payment	Check	16819	2/14/2024	106.39	Nanseng Jeng and LiLing Lin Revocable Living Trust	Utility Refunds: 0123002518-02
Ad Hoc Payment	Check	16820	2/14/2024	145.32	Nesset,Betty Jo	Utility Refunds: 0101000148-03
Ad Hoc Payment	Check	16821	2/14/2024	126.75	Noel Hodgins or Susan Lee Trustee or,Vincent Lee Trustee	Utility Refunds: 0101000846-02
Ad Hoc Payment	Check	16822	2/14/2024	73.28	Nylund Homes Inc	Utility Refunds: 0015014300-02
Ad Hoc Payment	Check	16823	2/14/2024	83.49	Osterhage,Daniel or Brooklyn	Utility Refunds: 0051012400-08
Ad Hoc Payment	Check	16824	2/14/2024	85.18	Pacific Lifestyle Homes	Utility Refunds: 0500006406-01
Ad Hoc Payment	Check	16825	2/14/2024	210.00	Penrod,Roger or Jennifer	Utility Refunds: 0114007980-11 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	16826	2/14/2024	151.75	Pogue,Jim or Lisa	Utility Refunds: 0000009299-02
Ad Hoc Payment	Check	16827	2/14/2024	306.99	Robert M or Janice S Roth Trustees of the Roth,Family Trust	Utility Refunds: 0089089033-02
Ad Hoc Payment	Check	16828	2/14/2024	41.07	Rodriguez,Cynthia	Utility Refunds: 0164003040-07
Ad Hoc Payment	Check	16829	2/14/2024	52.58	Rotzien,David or Monica	Utility Refunds: 0057010200-08
Ad Hoc Payment	Check	16830	2/14/2024	209.90	Sara A Mayo or Hayden T Oldham	Utility Refunds: 0009082300-24
Ad Hoc Payment	Check	16831	2/14/2024	115.00	Seebode,Mary	Utility Refunds: 0061034240-06 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	16832	2/14/2024	33.81	Shannahan,Michael or Jo Ann	Utility Refunds: 0049071000-02
Ad Hoc Payment	Check	16833	2/14/2024	75.18	Sperling,Zackery A	Utility Refunds: 0000002300-03
Ad Hoc Payment	Check	16834	2/14/2024	650.62	Stevenson,Mckensie	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	16835	2/14/2024	342.29	Tanzer,Rachel L	Utility Refunds: 0004029200-08
Ad Hoc Payment	Check	16836	2/14/2024	69.66	Teresa K Elioff Trustee of the Elioff Revocable,Living Trustee U/T/D 2/1/19	Utility Refunds: 0011010500-06
Ad Hoc Payment	Check	16837	2/14/2024	85.00	The Estate of Diane Brock	Utility Refunds: 0099049250-03
Ad Hoc Payment	Check	16838	2/14/2024	208.18	The Estate of James E Hill	Utility Refunds: 0000002363-04
Ad Hoc Payment	Check	16839	2/14/2024	193.75	Thew,Maxine	Utility Refunds: 0006005500-00
Ad Hoc Payment	Check	16840	2/14/2024	120.00	Williams,Kenneth D	Utility Refunds: 0500001276-01
Ad Hoc Payment	Check	16841	2/14/2024	206.69	William Walsh Jr or Margaret Walsh Co Trustees of,William Walsh Jr and Margaret Walsh	Utility Refunds: 0055030200-03
Customer Refund	Check	16842	2/14/2024	400.00	CREEKSIDE CONTRACTING LLC	Refund for Senior Messenger overpayment due to in-house billing.
Customer Refund	Check	16843	2/14/2024	300.00	LIVING WELL - SENIOR HOME PLACEMENT	Refund from Senior Messenger overpayment due to in-house billing 1/1/2024.

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INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Customer Refund	Check	16844	2/14/2024	432.00	MAGNOLIA SENIOR PLACEMENT, LLC	Overpayment refund for Senior Messenger
Miscellaneous Payment	Check	16845	2/14/2024	59.43	Alison Persons	Refund of parking permit COV13518, no longer needed.
Miscellaneous Payment	Check	16846	2/14/2024	152.82	Amy Nielsen-Scott	Refund of parking permit COV13488 no longer needed
Miscellaneous Payment	Check	16847	2/14/2024	59.43	Ashika Deo	Refund of Parking Permit COV13500, no longer needed.
Miscellaneous Payment	Check	16848	2/14/2024	1,249.50	Cascade Electrical LLC	ROW-349174 (jobsite: 1505 Broadway St.)
Miscellaneous Payment	Check	16849	2/14/2024	679.58	Daniel El	Claim Payment - DOI: 12/11/2023 - Risk
Miscellaneous Payment	Check	16850	2/14/2024	139.84	Garrett Sign Co Inc	Refund of parking permit COV11233 not needed
Miscellaneous Payment	Check	16851	2/14/2024	65.09	Kathy Storey	Refund of parking permit COV13516 no longer needed
Miscellaneous Payment	Check	16852	2/14/2024	955.21	Natalie Newgent	Return LEP check-employee to keep
Miscellaneous Payment	Check	16853	2/14/2024	1,680.00	Oregon Association of Clean Water Agencies	Membership Dues 2024 for Wastewater Services
Miscellaneous Payment	Check	16854	2/14/2024	119.21	Patrick Kelly	2023 - 4Qtr Mileage Reimbursement
Miscellaneous Payment	Check	16855	2/14/2024	760.90	Paul B. Elwell	Claim Payment - DOI: 01/25/2024 - Risk
Miscellaneous Payment	Check	16856	2/14/2024	85.00	RICHARD AVERY	Voucher #2011468.030
Miscellaneous Payment	Check	16857	2/14/2024	1,666.00	Triarc Architecture & Design	LUP-83611 (job site: 5201 E Fourth Plain Blvd Vancouver, WA)
Miscellaneous Payment	Check	16858	2/14/2024	2,316.31	Wende Weaver	Claim Payment - DOI: 02/07/2024 - Risk
Supplier Payment	Check	16859	2/14/2024	3,261.00	Able Fence Company Inc	
Supplier Payment	Check	16860	2/14/2024	15,618.27	Accurate Corporate Services Inc	
Supplier Payment	Check	16861	2/14/2024	23,745.23	Alicon LLC	
Supplier Payment	Check	16862	2/14/2024	3,924.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	16863	2/14/2024	136.00	American Sani-Can	
Supplier Payment	Check	16864	2/14/2024	145.02	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	16865	2/14/2024	4,051.50	Arborscape Ltd Inc	
Supplier Payment	Check	16866	2/14/2024	9,561.91	AT & T Mobility II LLC	
Supplier Payment	Check	16867	2/14/2024	1,813.75	Berry Dunn McNeil & Parker LLC	
Supplier Payment	Check	16868	2/14/2024	1,238.00	Bradley H. Evans, M.D., PC	
Supplier Payment	Check	16869	2/14/2024	12,461.68	CECO Inc	
Supplier Payment	Check	16870	2/14/2024	5,000.00	CFM Strategic Communications, Inc.	
Supplier Payment	Check	16871	2/14/2024	240.00	Christopher Scott Kendall	
Supplier Payment	Check	16872	2/14/2024	85,255.69	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	16873	2/14/2024	398.88	Clark Public Utility District No. 1	
Supplier Payment	Check	16874	2/14/2024	59,892.00	Clary Longview LLC	
Supplier Payment	Check	16875	2/14/2024	384.09	Clifford & Martin, Inc	
Supplier Payment	Check	16876	2/14/2024	2,826.28	Columbia Resource Company	
Supplier Payment	Check	16877	2/14/2024	13,053.12	Columbia Resource Company	
Supplier Payment	Check	16878	2/14/2024	106.00	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	16879	2/14/2024	95.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	16880	2/14/2024	32.53	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	16881	2/14/2024	32.54	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	16882	2/14/2024	64.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	16883	2/14/2024	674.17	Connecta Satellite Solutions LLC	
Supplier Payment	Check	16884	2/14/2024	4,302.64	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	16885	2/14/2024	333.25	Courier Northwest	
Supplier Payment	Check	16886	2/14/2024	10,470.00	Daniel Segar	

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INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Supplier Payment	Check	16887	2/14/2024	6,615.00	Davidson Benefits Planning	
Supplier Payment	Check	16888	2/14/2024	581.54	Epic Land Solutions, Inc.	
Supplier Payment	Check	16889	2/14/2024	1,009.88	Esther Short Commons LLP	
Supplier Payment	Check	16890	2/14/2024	963.05	Examworks Inc	
Supplier Payment	Check	16891	2/14/2024	34,194.22	Fourth Plain Forward	
Supplier Payment	Check	16892	2/14/2024	189.93	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	16893	2/14/2024	9,618.38	Grade Werks Excavating LLC	
Supplier Payment	Check	16894	2/14/2024	606.00	H&H Wood Recyclers	
Supplier Payment	Check	16895	2/14/2024	8,435.00	Hawks Ridge Assisted Living	
Supplier Payment	Check	16896	2/14/2024	9,250.00	Hvas Group, LLC	
Supplier Payment	Check	16897	2/14/2024	3,385.48	ICC General Code, Inc.	
Supplier Payment	Check	16898	2/14/2024	7,500.00	interviewstream, inc	
Supplier Payment	Check	16899	2/14/2024	3,033.81	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	16900	2/14/2024	228.26	J-2 Blueprint Supply Co.	
Supplier Payment	Check	16901	2/14/2024	2,932.20	Jamestown Networks	
Supplier Payment	Check	16902	2/14/2024	200.00	J D Fulwiler & Company Insurance Inc.	
Supplier Payment	Check	16903	2/14/2024	50.00	J D Fulwiler & Company Insurance Inc.	
Supplier Payment	Check	16904	2/14/2024	1,531.25	Karapace Consulting , LLC	
Supplier Payment	Check	16905	2/14/2024	19,892.10	Kar-Gor Inc	
Supplier Payment	Check	16906	2/14/2024	34,815.11	KBT Distributing LLC	
Supplier Payment	Check	16907	2/14/2024	52,562.87	Kittelson & Associates Inc	
Supplier Payment	Check	16908	2/14/2024	2,347.96	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	16909	2/14/2024	6,096.35	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	16910	2/14/2024	400.00	Lee Nicholas	
Supplier Payment	Check	16911	2/14/2024	3,424.20	Loomis Armored US LLC - Remit-To: Loomis - Palatine	
Supplier Payment	Check	16912	2/14/2024	7,187.40	LSW Architects PC	
Supplier Payment	Check	16913	2/14/2024	6,295.35	Mallory Safety & Supply LLC	
Supplier Payment	Check	16914	2/14/2024	51,800.99	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	16915	2/14/2024	753.30	National Safety Inc	
Supplier Payment	Check	16916	2/14/2024	195.88	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	16917	2/14/2024	8,277.85	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	Check	16918	2/14/2024	103,414.00	PB LOADER CORPORATION	
Supplier Payment	Check	16919	2/14/2024	199,509.09	Peterson Machinery Co	
Supplier Payment	Check	16920	2/14/2024	18,915.00	Portland Adventist Medical Center	
Supplier Payment	Check	16921	2/14/2024	39,857.61	PPC Solutions Inc	
Supplier Payment	Check	16922	2/14/2024	10,630.86	PR Lifting LLC	
Supplier Payment	Check	16923	2/14/2024	13.43	Qwest Corporation - Remit-To: CenturyLink - Phoenix	
Supplier Payment	Check	16924	2/14/2024	31,302.19	Right Systems Inc	
Supplier Payment	Check	16925	2/14/2024	681.71	River City Environmental	
Supplier Payment	Check	16926	2/14/2024	121,656.22	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	16927	2/14/2024	4,400.00	Sonar Insights, LLC	
Supplier Payment	Check	16928	2/14/2024	100,809.00	State of Washington Department of Health - Remit-To: WA Dept of Health	
Supplier Payment	Check	16929	2/14/2024	725.50	Sun Badge Company	
Supplier Payment	Check	16930	2/14/2024	2,137.50	The Loudenback Corporation	
Supplier Payment	Check	16931	2/14/2024	2,180.00	Triangle Resources Inc	
Supplier Payment	Check	16932	2/14/2024	8,684.10	True Colors International Inc	
Supplier Payment	Check	16933	2/14/2024	19,035.27	United States Postal Service - Remit-To: United States Postal Service Caples	
Supplier Payment	Check	16934	2/14/2024	288.00	Vancouver Aire LLC	
Supplier Payment	Check	16935	2/14/2024	1,304.48	W.B. Sprague Co. Inc.	
Supplier Payment	Check	16936	2/14/2024	20,388.00	Washington State Criminal Justice Training Commission	
Supplier Payment	Check	16937	2/14/2024	289.31	Washington State Healthcare Authority	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	16938	2/14/2024	7,921.27	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
			Check	2,225,719.80		
Cash Advance Payment	Direct Deposit	EFT-00231700	2/8/2024	47.25	Anne McEnerny-Ogle	Travel Advance
Expense Payment	Direct Deposit	EFT-00231701	2/8/2024	293.05	Andrea Bondarev	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00231702	2/8/2024	118.50	Robb Milano	Travel Advance
Expense Payment	Direct Deposit	EFT-00231703	2/8/2024	237.79	Miranda Skeeter	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00231704	2/8/2024	28.16	Chad Ryle	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00231705	2/8/2024	250.00	Ian Crawford	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00231706	2/8/2024	250.00	Douglass Cope	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00231707	2/8/2024	610.50	Robert Block	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00231708	2/8/2024	118.50	Kady Mercer	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00231709	2/8/2024	118.50	Michelle Bresee	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00231710	2/8/2024	379.50	Justin Box	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00233526	2/9/2024	610.50	Jeffrey Anaya	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00233610	2/15/2024	333.00	Olivia Osborne	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00233611	2/15/2024	213.50	Julie Denton	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00233612	2/15/2024	249.75	Alex Zafeiris	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00233613	2/15/2024	123.75	David Sturbelle	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00233614	2/15/2024	150.00	Julie Patterson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00233615	2/15/2024	123.75	Timothy Kays	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00233616	2/15/2024	379.50	Steven Forgette	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00233617	2/15/2024	276.50	Carson Hoover	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00233618	2/15/2024	51.75	Chris Douville	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00233619	2/15/2024	51.75	Danielle Wass	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00233620	2/15/2024	213.50	Anna Vogel	Travel Advance
Expense Payment	Direct Deposit	EFT-00233621	2/15/2024	249.06	Ross Keys	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00233622	2/15/2024	12.00	Catherine Morey	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00233623	2/15/2024	250.00	Joseph Cathey	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00233624	2/15/2024	85.05	Douglas Van Aalst	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00233625	2/15/2024	206.50	Rotha Yong	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00233626	2/15/2024	102.00	Nicholas Kujava	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00233627	2/15/2024	93.75	Eddie Alba	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00233628	2/15/2024	104.00	Isidoro Flores	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00233629	2/15/2024	135.00	Wayne Folkers	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00233630	2/15/2024	680.68	Ann Hawkins	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00233631	2/15/2024	28.00	James Kelly	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00233632	2/15/2024	363.00	Katie Savage	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00233633	2/15/2024	121.37	Aaron Lande	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00233634	2/15/2024	32.44	Stacey Dalgaard	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00233635	2/15/2024	965.53	Anne McEnerny-Ogle	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00233636	2/15/2024	205.38	Shannon Ripp	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00233637	2/15/2024	250.00	Carlos Cedeno-Contreras	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00233638	2/15/2024	62.00	Kimberly Kapp	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00233639	2/15/2024	29.62	Jackie Caldwell	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00233640	2/15/2024	18.00	Darren McShea	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00233641	2/15/2024	205.38	Zach Rosling	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00233642	2/15/2024	232.92	Jeremiah Frenz	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00233643	2/15/2024	295.38	Maiah Chrisope	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00233644	2/15/2024	104.00	Rian Stein	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00233645	2/15/2024	188.99	Sutton Moon	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00233646	2/15/2024	239.17	Matthew Hanns	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00233647	2/15/2024	355.50	Joseph Desormeau	Travel Advance
			Direct Deposit	10,843.72		
Supplier Payment	EFT	EFT-00231711	2/8/2024	12,500.00	Kenneth Wallace Law PLLC	
Supplier Payment	EFT	EFT-00231712	2/8/2024	1,212.50	Columbia West Engineering	
Supplier Payment	EFT	EFT-00231713	2/8/2024	4,439.62	Emerald Services Inc	
Supplier Payment	EFT	EFT-00231714	2/8/2024	360.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00231715	2/8/2024	271.75	McKesson Medical Surgical Inc	
Supplier Payment	EFT	EFT-00231716	2/8/2024	7,761.16	Commonstreet Consulting, LLC	
Supplier Payment	EFT	EFT-00231717	2/8/2024	2,045.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00231718	2/8/2024	655,705.19	Operations Management International Inc	
Supplier Payment	EFT	EFT-00231719	2/8/2024	3,827.65	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00231720	2/8/2024	40.81	Ziply Fiber	
Supplier Payment	EFT	EFT-00231721	2/8/2024	24,869.94	Clark EMS Physicians, LLC	
Supplier Payment	EFT	EFT-00231722	2/8/2024	105,407.63	Fehr & Peers	
Supplier Payment	EFT	EFT-00231723	2/8/2024	8,837.40	Kennedy Jenks Consultants	
Supplier Payment	EFT	EFT-00231724	2/8/2024	2,088.76	Talitha Consults LLC	
Supplier Payment	EFT	EFT-00231725	2/8/2024	14,816.95	Wapiti NW LLC	
Supplier Payment	EFT	EFT-00231726	2/8/2024	9,104.33	Del Sol Inc	
Supplier Payment	EFT	EFT-00231727	2/8/2024	8,207.45	Retail Lockbox Inc	
Supplier Payment	EFT	EFT-00231728	2/8/2024	1,766.92	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00231729	2/8/2024	91,652.38	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00231730	2/8/2024	6,497.95	Vancouvercenter Condominium Association	
Supplier Payment	EFT	EFT-00231731	2/8/2024	5,226.25	First Forty Feet LLC	
Supplier Payment	EFT	EFT-00231732	2/8/2024	47,128.08	Share Inc	
Supplier Payment	EFT	EFT-00231733	2/8/2024	2,510.28	Western Water Works Supply Co Inc	
Supplier Payment	EFT	EFT-00231734	2/8/2024	25,942.99	Thrive2Survive	
Supplier Payment	EFT	EFT-00231735	2/8/2024	320.97	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00231736	2/8/2024	6,459.49	PC Specialists Inc	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	EFT	EFT-00231737	2/8/2024	23,452.80	Live Love Outreach	
Supplier Payment	EFT	EFT-00231738	2/8/2024	2,624.00	Universal Field Services Inc	
Supplier Payment	EFT	EFT-00233562	2/9/2024	12,624.64	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00233563	2/9/2024	16,576.80	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00233564	2/9/2024	144.43	Legal Shield	
Supplier Payment	EFT	EFT-00233565	2/9/2024	1,259.64	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00233566	2/9/2024	30,934.07	IAFF Local #452	
Supplier Payment	EFT	EFT-00233648	2/15/2024	108.75	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00233649	2/15/2024	44,030.69	Ross Builders Northwest, LLC	
Supplier Payment	EFT	EFT-00233650	2/15/2024	46,254.12	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00233651	2/15/2024	30,302.55	Metereaders LLC	
Supplier Payment	EFT	EFT-00233652	2/15/2024	3,795.96	Power Systems West	
Supplier Payment	EFT	EFT-00233653	2/15/2024	217.50	Environmental Science Associates	
Supplier Payment	EFT	EFT-00233654	2/15/2024	30,474.00	Keen Independent Research LLC	
Supplier Payment	EFT	EFT-00233655	2/15/2024	142,788.32	Consolidated Electrical Distribution	
Supplier Payment	EFT	EFT-00233656	2/15/2024	1,483.24	State of Washington Consolidated Technology Services	
Supplier Payment	EFT	EFT-00233657	2/15/2024	8,440.81	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00233658	2/15/2024	8,485.30	EGM, Inc.	
Supplier Payment	EFT	EFT-00233659	2/15/2024	2,286.08	Canopy Wellbeing	
Supplier Payment	EFT	EFT-00233660	2/15/2024	9,401.64	Tapani Inc	
Supplier Payment	EFT	EFT-00233661	2/15/2024	35.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00233662	2/15/2024	1,575.93	Pitney Bowes Inc	
Supplier Payment	EFT	EFT-00233663	2/15/2024	38,338.07	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00233664	2/15/2024	25,542.85	Granite Construction Company	
Supplier Payment	EFT	EFT-00233665	2/15/2024	663.08	Loma Media Partners	
Supplier Payment	EFT	EFT-00233666	2/15/2024	5,171.86	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00233667	2/15/2024	87,836.97	Del Sol Inc	
Supplier Payment	EFT	EFT-00233668	2/15/2024	663.66	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00233669	2/15/2024	73,341.00	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00233670	2/15/2024	14,862.00	Otak Inc	
Supplier Payment	EFT	EFT-00233671	2/15/2024	236.00	QuickCaption	
Supplier Payment	EFT	EFT-00233672	2/15/2024	2,655.55	Distinctive Landscape LLC	
Supplier Payment	EFT	EFT-00233673	2/15/2024	22,704.94	Copiers Northwest Inc.	
Supplier Payment	EFT	EFT-00233674	2/15/2024	4,317.13	Western Water Works Supply Co Inc	
Supplier Payment	EFT	EFT-00233675	2/15/2024	29,883.95	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00233676	2/15/2024	360.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00233677	2/15/2024	18,803.71	Alta Planning & Design	
Supplier Payment	EFT	EFT-00233678	2/15/2024	58,989.73	Stellar J Corporation	
Supplier Payment	EFT	EFT-00233679	2/15/2024	539.76	Columbia West Engineering	
Supplier Payment	EFT	EFT-00233680	2/15/2024	2,108.77	Accurate Investigation Services	
Supplier Payment	EFT	EFT-00233681	2/15/2024	5,886.51	Tapani Inc	
			EFT	1,859,203.26		
Supplier Payment	Manual Wire		2/1/2024	50,455.35	JP Morgan Chase Bank, N.A	
Supplier Payment	Manual Wire		2/5/2024	28,919.87	Washington Dental Service	
Supplier Payment	Manual Wire		2/5/2024	533,980.35	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		2/5/2024	230,693.23	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		2/5/2024	209,957.30	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		2/5/2024	9,984.00	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		2/6/2024	25,169.29	United States Postal Service	
Supplier Payment	Manual Wire		2/7/2024	119.70	Allegiance Benefit Plan Management Inc - Remit-To: COBRA	
Supplier Payment	Manual Wire		2/8/2024	76,261.19	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		2/8/2024	282.61	Keybank National Association	
Supplier Payment	Manual Wire		2/9/2024	111,176.70	Washington State Firefighters	
Supplier Payment	Manual Wire		2/9/2024	22,225.19	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		2/9/2024	654.00	Oregon SDU	
Supplier Payment	Manual Wire		2/9/2024	6,342.08	Washington SDU	
Supplier Payment	Manual Wire		2/9/2024	323,298.51	International City Management Association Retirement Corporation	

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

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Manual Wire		2/9/2024	31,040.00	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		2/9/2024	70,843.54	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		2/12/2024	27,457.70	Washington Dental Service	
Supplier Payment	Manual Wire		2/12/2024	156,686.59	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		2/12/2024	1,316,208.40	Internal Revenue Service	
Supplier Payment	Manual Wire		2/13/2024	45,662.22	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire		2/13/2024	19,522.83	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		2/14/2024	933,429.89	State of Washington Department of Retirement Systems (DRS)	
Procurement Card Payment	Manual Wire		2/14/2024	865,772.44	CoV JPM Procurement Card	
Supplier Payment	Manual Wire		2/16/2024	3,625.00	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		2/16/2024	139,725.85	Reliastar Life Insurance Co	
Supplier Payment	Manual Wire		2/16/2024	1,667.04	VSP Vision Care Inc	
Supplier Payment	Manual Wire		2/16/2024	92,296.00	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		2/16/2024	55,399.99	Liberty Mutual Group Inc.	
			Manual Wire	5,388,856.86		
			Checks	2,225,719.80		
			Direct Deposit	10,843.72		
			EFT	1,859,203.26		
			2/12/2024	17,683.59	City Payments	Posted 02-05-24 to 02-11-24
			2/20/2024	268.68	City Payments	Posted 02-12-24 to 02-18-24
			Hansen Total	17,952.27		
			2/12/2024	1,318.49	Miscellaneous	Parks Class Refunds FCC 02-05-24 to 02-11-24
			2/12/2024	593.99	Miscellaneous	Parks Class Refunds MCC 02-05-24 to 02-11-24
			2/20/2024	1,120.25	Miscellaneous	Parks Class Refunds FCC 02-12-24 to 02-18-24
			2/20/2024	1,028.00	Miscellaneous	Parks Class Refunds MCC 02-12-24 to 02-18-24
			VISA Total	4,060.73		
			Payroll Total	4,279,168.84		
			GRAND TOTAL	13,785,805.48		

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

City of Vancouver
Payroll Council Report
February 05, 2024 - February 18, 2024

Check No.	Date	Explanation	Amount
1930 - 1950	02/09/24	February 9th Payroll	\$ 14,585.78
231739 - 233525	02/09/24	February 9th Direct Deposits	\$ 4,264,583.06

\$ 4,279,168.84

Staff Report: 028-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/26/2024

SUBJECT Termination of Boldyn Networks Right-of-Way Franchise

Key Points

- City Council approved Ordinance M-4202 on June 5, 2017, granting a 10-year telecommunication franchise to Mobilitie, LLC, which subsequently changed its name to Boldyn Networks; and
- Boldyn Networks constructed and has operated certain telecommunication facilities in the City's public ways since that time; and
- On November 19, 2023, the City received a request from Boldyn Networks to terminate the franchise in order to release it from the terms; and
- Ordinance M-4202, Section 4, contains a provision allowing the grantee to terminate the franchise by removing its Facilities from the City's public ways; and
- City staff have verified that Boldyn Networks has removed its facilities and the franchise is appropriate for termination pursuant to its terms.

Strategic Plan Alignment

Not Applicable

Present Situation

Boldyn Networks ("Boldyn") has provided telecommunication services in the City since 2017, but recently requested that the franchise be terminated. Boldyn removed all of its facilities from the City's public ways, as required by Ordinance M-4202 in granting the original franchise. As such, Boldyn is allowed to request this termination and release certain on-going financial obligations such as for insurance.

Advantage(s)

Allows for the removal of unused telecommunication facilities in the City's public ways.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

- Council approved the franchise pursuant to Ordinance M-4202 on June 5, 2017.
- Consent and first reading on February 5, 2024.

Action Requested

On February 26, 2024, subject to second reading and public hearing, approve the ordinance.

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

ATTACHMENTS:

- ▢ Ordinance terminating franchise to Boldyn Networks
- ▢ Ordinance M-4202 approved June 5, 2017, granting franchise

2/5/24
2/26/24

ORDINANCE M - _____

AN ORDINANCE terminating the 10-year franchise previously granted to Boldyn Networks, formerly known as Mobilitie, LLC (“Boldyn”), authorizing the construction, operation, and maintenance of its telecommunication facilities (“Facilities”) in the City of Vancouver’s (“City”) Public Ways; providing for severability; and setting an effective date.

WHEREAS, the City has authority to manage its Public Ways in the best interest of the community and its residents pursuant to RCW 35A.11.020; and

WHEREAS, the City Council previously granted Boldyn, formerly known as Mobilitie, LLC, a 10-year franchise on June 5, 2017 through adoption of Ordinance M-4202 to construct, operate, and maintain its Facilities in the Public Ways; and

WHEREAS, Ordinance M-4202, Section 4, contains a provision allowing the grantee to terminate the franchise by removing its Facilities from the City’s Public Ways; and

WHEREAS, Boldyn has operated its facilities pursuant to the franchise since 2017, but notified the City on November 20, 2023 that it removed its Facilities from the City’s Public Ways, and requested that the City terminate this franchise; and

WHEREAS, City staff verified that Boldyn removed all of its Facilities from City property, fulfilling the condition upon which termination may occur pursuant to Section 4; and

WHEREAS, Ordinance M-4202 also contains Section 23, which requires survival of certain Sections of that franchise after it expires or is terminated. However, survival of those terms ends once all Facilities are removed from the City’s Public Ways, which has occurred here; and

ORDINANCE - 1

Does not require codification

WHEREAS, it is appropriate to pass an ordinance terminating the franchise previously granted by Ordinance M-4202 in order to relieve both parties of any ongoing obligations which arose from that Ordinance.

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

Section 1. Termination. The grant of franchise to Boldyn Networks, formerly known as Mobilitie, LLC, through adoption of Ordinance M-4202 is terminated pursuant to a request from Boldyn Networks dated November 20, 2023, and all rights and obligations of each party are void.

Section 2. Severability. If any clause, sentence, paragraph, section, or part of this Ordinance or the application thereof to any person or circumstances is determined by a court with jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of this Ordinance. Each clause, sentence, paragraph, section or part of this Ordinance is severable.

Section 3. Effective Date. This Ordinance shall be effective five days after its recording.

DATE OF FINAL PASSAGE by the Vancouver City Council:_____

SIGNED this _____ day of _____, 2024.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

ORDINANCE - 2
Does not require codification

Jonathan Young, City Attorney

ORDINANCE - 3

Does not require codification

SUMMARY

ORDINANCE M-_____

AN ORDINANCE authorizing the termination of the telecommunications franchise granted to Boldyn Networks, formerly known as Mobilitie, LLC, through adoption of Ordinance M-4202; providing for severability; and setting an effective date. The full text of this Ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at (360) 487-8799, or via www.cityofvancouver.us (Go to City Government and Public Records).

ORDINANCE - 4

Does not require codification

STAFF REPORT NO. 034-17

TO: Mayor and City Council
FROM: Eric Holmes, City Manager



DATE: 4/03/2017
5/15/2017

Subject: Right-of-way Franchise Ordinance for Mobilitie LLC

Key Points:

- The proposed franchise ordinance establishes the terms and conditions of the right to construct and maintain telecommunications facilities within the City's right-of-way.

Objective: Adopt the proposed franchise ordinance.

Present Situation: Mobilitie LLC, a Nevada limited liability company, wishes to occupy and utilize portions of the public rights-of-way in the City. A city may require a permit or franchise for the use of its right-of-way for telecommunication facilities (RCW 35.99.030); however, the City may not charge a franchise fee for the franchise (RCW 35.21.860). The proposed ordinance establishes the terms and conditions of the right to construct and maintain telecommunications facilities within the City's right-of-way.

Advantage(s): The franchise ordinance would formalize and establish the terms and conditions for use of the City's right-of-way by Mobilitie LLC.

Disadvantage(s): Construction of telecommunications infrastructure pursuant to the franchise may result in temporary disruptions to neighborhoods or business districts in the city. In addition, some actions in the right-of-way may have minor visual impacts.

Budget Impact: None.

Prior Council Review: None.

Action Requested:

1. Approve the proposed franchise ordinance on first reading, setting date of second reading and public hearing for Monday, May 15, 2017.
2. On Monday, May 15, 2017, following second reading and public hearing, approve the proposed franchise ordinance.

Attachments: Franchise Ordinance



To request other formats, please contact:
City Manager's Office
(360) 487-8600 | WA Relay: 711
Amanda.Delapena@cityofvancouver.us

04/03/17
05/15/17
06/05/17

ORDINANCE M - M-4202

AN ORDINANCE relating to management of the public rights-of-way, granting to Mobilitie, LLC (hereinafter referred to as the "Franchisee"), a Nevada limited liability company, a non-exclusive and revocable franchise to install, operate and maintain a telecommunications system in, on, over, upon, along, and across public rights-of-way of the City of Vancouver, Washington (hereinafter referred to as the "City"), prescribing certain rights, duties, terms and conditions with respect to such franchise; providing for setting an effective date and conditions.

WHEREAS, Franchisee is a telecommunications company that provides fiber-optic based telecommunications services; and

WHEREAS, Franchisee has requested that the City grant it the right to install, operate, and maintain a telecommunications system within the public ways of the City; and

WHEREAS, the City Council has found it desirable for the welfare of the City and its residents that such a non-exclusive franchise be granted to the Franchisee; and

WHEREAS, the City Council has the authority, including pursuant to Chapter 35.99 of the Revised Code of Washington (RCW), to grant franchises for the use of its streets and other public properties; and

WHEREAS, the City is willing to grant the rights requested subject to certain terms and conditions authorized by law.

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

ORDINANCE - 1

Does not require codification

Section 1. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number.

"Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common ownership with the Franchisee.

"City" means the City of Vancouver, Washington, and either or both, as applicable, the person designated by the City.

"Telecommunications Service" shall mean any "telecommunications service" as defined by RCW 35.99.010(7), excluding "cable television service" as defined by RWC 35.99.010(1) and further excluding "personal wireless services" as defined by RCW 35.99.010(4), provided by the Franchisee over its Communication System, either directly or as a carrier for its subsidiaries, Affiliates, or customers.

"Communication System" or "Facilities" shall mean the Franchisee's system of cables, wires, conduits, ducts, pedestals, poles, antennas, and any associated converter, equipment, or facilities within the City managed and controlled by Franchisee to provide Telecommunications Service, including without limitation those Facilities that are existing or currently planned by Franchisee.

"FCC" means the Federal Communications Commission or any successor governmental entity hereto.

ORDINANCE - 2

Does not require codification

"Franchise" shall mean initial authorization, or renewal thereof, issued by the City, which authorizes construction and operation of the Franchisee's Communication System.

"Franchisee" means Mobilitie, LLC, a Nevada limited liability company.

"Indefeasible Right of User Interest" or "IRU" means a form of acquired capital in a telecommunications system, in which the holder of the interest possesses a right to use the telecommunications system, but not the right to control, maintain, construct or revise the telecommunications system.

"Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

"Public Way" shall mean the surface of, and any space on, above or below, any street, public right-of-way or utility easement for which the City now or hereafter holds any interest and which, consistent with the purpose for which it was acquired or dedicated, may be used for the installation or maintenance of the Communication System. Public Way shall not mean utility easements dedicated for a specific utility system or systems and not specifically identifying telecommunications as a permitted use within the easement.

"Service Area" means the present municipal boundaries of the City, and shall include any additions thereto by annexation or other legal means.

"Small Cell Equipment" means Franchisee communication systems or facilities attached, mounted, or installed on a proprietary or leased pole located in the Public Ways of the City used to provide telecommunications services. This definition shall include new types of small cell equipment that may evolve or be adopted using wireless technologies.

ORDINANCE - 3

Does not require codification

“Small Cell Site” means a location in the Public Ways of the City selected for Franchisee’s deployment of small cell equipment.

"Subscriber" or "Customer" means a Person who lawfully receives Telecommunication Services from the Communications System with the Franchisee's express permission.

Section 2. Authority Granted. The City hereby grants to the Franchisee, its heirs, successors, legal representatives, and assigns, subject to the terms and conditions hereinafter set forth, a nonexclusive Franchise within the Service Area which authorizes the Franchisee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Public Ways, now in existence and as may be created or established during the term of this Franchise, any Facilities necessary for the maintenance and operation of a Communication System. The authority granted herein is a limited authorization to occupy and use of Public Ways of the City for the purpose of providing telecommunications services. Nothing contained herein shall be construed to grant, warrant or convey any right, title, or interest in the public rights-of-way of the City to the Franchisee.

Section 3. Grant Limited to Occupation and Service. Nothing contained herein shall be construed to grant or convey to the Franchisee or warrant any right, title, or interest in the Public Ways.

Section 4. Term of Franchise. The first term of this Franchise shall be for an initial period of ten (10) years from the date of acceptance, unless sooner terminated. Thereafter, this Franchise may be renewed for an additional five (5) year term unless either party notifies the other of its intent to terminate or renegotiate the Franchise at least ninety (90) days prior to expiration of the then current term. Either party may terminate this Franchise upon sixty (60)

ORDINANCE - 4

Does not require codification

days prior written notice to the other party upon a default of any term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, or if such default is not curable within sixty (60) days, if the defaulting party fails to commence such cure within sixty (60) days or fails thereafter diligently to prosecute such cure to completion, provided that the grace period for any monetary default shall be ten (10) days from receipt of written notice. Notwithstanding anything to the contrary herein, Franchisee may remove its Facilities at any time, with or without cause upon notice to the City, subject to restoration as provided in Section 12.

Section 5. Non-Exclusive Grant. This Franchise shall not in any manner prevent the City from entering into other similar agreements or granting other or further franchises in, under, on, across, over, through, along or below any of said Public Ways of the City. Further, this Franchise shall in no way prevent or prohibit the City from using any of its Public Ways or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary reasonable changes, relocations, repairs, maintenance, establishment, improvement, dedication of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new Public Ways, and in compliance with Section 8, below.

Section 6. Relocation of Communications System. The Franchisee agrees to relocate its Facilities as provided by the Vancouver Municipal Code (VMC) as it currently exists (See: VMC 11.50.120) or may hereinafter be amended or replaced. Upon the request of the City, in order to facilitate the design and construction of City projects, the Franchisee agrees to, at its sole cost and expense, locate, and if reasonably determined necessary by the City, to excavate and

ORDINANCE - 5

Does not require codification

expose portions of its communication Facilities for inspection so that the location of same may be taken into account in the improvement design, PROVIDED that, Franchisee shall not be required to excavate and expose its Facilities if the Franchisee provides as-built plans and maps of its Facilities that are reasonably determined by the City to be adequate for purposes of this paragraph. The decision to require the relocation of Facilities in order to accommodate the City's projects shall be made by the City upon review of the location and construction of the Franchisee's Facilities.

Section 7. Undergrounding of Facilities. In any area of the City in which there are no aerial facilities other than antennas or other equipment required to remain above ground in order to be functional, or in any Public Ways in which all telephone, electric power wires and cables have been placed underground, the Franchisee shall not be permitted to erect poles or to run or suspend wires, cables or other Facilities thereon, unless required to do so by the City, but shall lay such wires, cables or other Facilities underground in the manner required by the City.

Whenever the City or other governmental entity requires or initiates undergrounding of aerial utilities in any area of the City, the Franchisee shall underground its Facilities in the manner specified by the City, concurrently with and in the area of all the other affected utilities. The location of any such relocated and underground Facilities shall be approved by the City. The Franchisee is encouraged to contact and agree with other affected utilities so that all costs for common trenching, common utility vaults and other costs not specifically attributable to the undergrounding of any particular facility are shared fairly and proportionately by all the utilities involved in the underground project. The costs of the undergrounding of Facilities shall be as provided in RCW 35.99.060 as existing or hereinafter amended.

ORDINANCE - 6

Does not require codification

Section 8. Work Within Public Ways. The Franchisee agrees to undertake all work related to the installation, construction or maintenance of its Facilities within the Public Ways in compliance with state and local law as now existing or hereinafter enacted. The local laws include, without limitation:

Chapter 11.50 VMC Utilities in the Right-of-Way

Chapter 11.60 VMC Street Use Permits

Chapter 11.80 VMC Street and Development Standards

Chapter 11.90 VMC Construction in the Right-of-Way

Section 9. Emergency Work -- Permit Waiver. In the event of any emergency in which any of the Franchisee's Facilities located in, above, or under any Public Way breaks, are damaged, or if the Franchisee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, the Franchisee shall immediately take the proper emergency measures to repair its Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining a Construction Permit as required by this Franchise. However, this shall not relieve the Franchisee from the requirement of notifying the City of the emergency work and obtaining any permits necessary for this purpose after the emergency work. The Franchisee shall notify the City by telephone immediately upon learning of the emergency and shall apply for all required permits not later than the second succeeding day during which the City's Public Works Department Offices are open for business.

ORDINANCE - 7

Does not require codification

The City retains the right and privilege to cut or move any Facilities located within the Public Ways of the City, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. The City shall not be liable to the Franchisee or any other party for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of the City's actions under this Section.

City shall provide Franchisee reasonable advance written notice which notice shall not be less than forty-eight (48) hours, of its intent to inspect the Facilities except in the event of emergency when safety considerations justify the need for immediate inspection without delay.

Section 10. Dangerous Conditions, Authority for City to Abate.

Whenever construction, installation, or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public, street utilities, or City-owned property, the Public Works Director may direct the Franchisee, at the Franchisee's own expense, to take action to protect the public, adjacent public places, City-owned property, streets, utilities, and Public Ways. Such action may include compliance within a prescribed time.

In the event that the Franchisee fails or refuses to promptly take the actions directed by the City, or fails to comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, utilities, public ways, to maintain the lateral support thereof, or actions regarded as necessary safety precautions;

ORDINANCE - 8

Does not require codification

and the Franchisee shall be liable to the City for the costs thereof. The provisions of this Section shall survive the expiration, revocation, or termination of this Franchise.

Section 11. The Franchisee's Maps and Records. Upon acceptance and thereafter as construction is completed, the Franchisee shall provide the City with accurate copies of all as-built plans and maps in a form and content prescribed by the City. These plans and maps shall be provided at no cost to the City.

The Franchisee shall supply and maintain updated, at no cost and locally available, any information reasonably requested by the City to coordinate municipal functions with the Franchisee's activities and fulfill any municipal obligations under state law. Said information may include, but is not limited to, any installation inventory, location of existing or planned facilities, maps, plans, operational data, and as-built drawings of Franchisee's installations in the City. Said information may additionally include, but is not limited to, the GIS coordinates of small cell sites, the date of installation, type of pole used for installation, pole owner, and description of small cell equipment used at each small cell site. Said information may be requested either in hard copy and/or electronic format compatible with the City's data base system, as now or hereafter existing. Franchisee shall keep the City reasonably informed of its long-range plans for coordination with the City's long-range plans.

If the Franchisee informs the City that any information to be provided pursuant to this paragraph is confidential, or proprietary, a trade secret, or otherwise entitled to protection from disclosure, then, subject to the Public Records Act, the City will not disclose such information to any third party without first giving the Franchisee ten (10) days prior written notice of the City's intent to do so in order to give the Franchisee, at its sole expense, the opportunity to seek judicial

ORDINANCE - 9

Does not require codification

protection. In such instance, the Franchisee will reimburse the City for all reasonable attorneys' fees and costs, and any penalties, attorneys' fees, and costs awarded, as a result of not disclosing such information.

Section 12. Restoration after Construction or Damage. The Franchisee shall, after installation, construction, relocation, maintenance, removal, or repair of its communication Facilities within the Public Ways, restore the surface of said Public Ways and any other City-owned property which may be disturbed by the work, to at least the same condition the Public Way or City-owned property was in immediately prior to any such installation, construction, relocation, maintenance, or repair, reasonable wear and tear excepted. Said restorations shall be done in conformance with the most recent edition of City ordinances and standards. The City shall have final approval of the condition of such Public Ways and City-owned property after restoration. The Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the Public Ways or other affected areas and City-owned property at its sole cost and expense and shall be responsible for said restoration work and repair of damage done by Franchisee to City facilities for the life of the Franchisee's Facility. Franchisee also agrees to restore all other existing facilities and/or property affected by Franchisee's work, at its sole cost and expense.

Section 13. Recovery of Costs. The Franchisee shall be subject to all permit fees reflecting actual reasonable administrative costs associated with activities undertaken through the authority granted in this Franchise or under the laws of the City. Where the City incurs costs and expenses for review, inspection, or supervision of activities undertaken through the authority granted in this Franchise or any ordinances relating to the subject, for which a fee is not

ORDINANCE - 10

Does not require codification

established, the Franchisee shall reimburse the City directly for any and all actual reasonable costs, after receipt of an itemized bill.

In addition to the above, the Franchisee shall promptly reimburse the City for any and all reasonable costs the City incurs in response to any emergency involving the Franchisee's communication Facilities, after receipt of an itemized bill. All billings will be itemized as to specifically identify the costs and expenses for each project for which the City claims reimbursement. The billing may be on an annual basis, but the City shall provide the Franchisee with the City's itemization of costs at the conclusion of each project for information purposes.

Section 14. City's Reservation of Rights. Pursuant to RCW 35.21.860 the City may recover from Franchisee its actual administrative expenses as well as any applicable tax authorized by RCW 35.21.865. This Franchise is premised upon the City and Franchisee's agreement that either Franchisee is a "service operator" as used in RCW 35.21.860 and defined in RCW 35.99.010(6) or Franchisee's Telecommunications Services fall within the definition of "telephone business" set forth in RCW 82.16.010(6)(b)(iii). As such, the rights granted under this Franchise are not conditioned upon payment of a franchise fee or other compensation for use of the Public Ways. Provided, however, that the Franchisee's exercise of the rights granted in this Franchise are conditioned upon reimbursement for actual administrative costs including as set forth for use of City-owned poles, if any, and payment of any other fee set forth herein. The City hereby reserves its right to impose a fee on the Franchisee, to the extent authorized by law, for purposes other than to recover its administrative expenses, in the event that (1) statutory prohibitions on the imposition of such fees are removed, or that (2) Franchisee no longer falls within the definition of "service operator" in RCW 35.99.010(6) and Franchisee's

ORDINANCE - 11

Does not require codification

Telecommunications Services fall outside the definition of “telephone business” in RCW 82.16.010(7)(b)(iii). Under those circumstances, the City also reserves its right to require that the Franchisee obtain a separate Agreement for its change in use, which Agreement may include provisions intended to regulate the Franchisee's operations, as allowed under applicable law. Nothing in this Franchise shall limit the City’s right of taxation as authorized by law.

Section 15. Small Cell Site Location. Franchisee small cell equipment may be installed on City owned poles under the terms of a separate license agreement between the Franchisee and the City, on utility poles under the terms of an agreement with the owner of such poles, or on Franchisee proprietary poles in the Public Ways of the City.

Prior to finalizing a small cell site location, Franchisee shall consult with the City Public Works department, or designee, to discuss proposed small cell site installations and request input on potential design modifications appropriate for the installation, including but not limited to, design concepts and the use of camouflage or stealth materials, as necessary to blend its installations with the overall character of locations selected as small cell sites.

Placement of Franchisee small cell equipment is conditioned upon the availability of sufficient right-of-way at the proposed small cell site, and minimum pedestrian and Americans with Disabilities Act (ADA) passage along a sidewalk of at least 48 inches of unobstructed space along all sidewalks within the City,

Franchisee understands and acknowledges that small cell site installations are incompatible with the character and aesthetics of the City of Vancouver, WA downtown core areas as described in the Vancouver City Center Vision Subarea Plan, and shall not place any small cell equipment within said downtown core area.

ORDINANCE - 12

Does not require codification

Section 16. Utility Owned Poles. The parties acknowledge that the poles which the Franchisee desires to use for the location of its small cell equipment are poles owned by a third party or parties, and that Franchisee has entered or shall enter into an agreement with the third party or parties, setting forth the terms and conditions under which the Franchisee shall be permitted to do so.

Section 17. City Owned Poles. In the event Franchisee desires to use City poles or other infrastructure for the location of its small cell equipment, such use will be determined on a case-by-case basis pursuant to a separate license agreement between Franchisee and the City, setting forth the terms and conditions under which the Franchisee shall be permitted to do so, including but not limited to, whether the current infrastructure is sufficient to address structural loading requirements for the small cell equipment, ownership and maintenance of the infrastructure, and small cell equipment design standards.

Franchisee shall comply with all relevant legal requirements for connecting small cell equipment to electricity and telecommunications service. The City is not responsible for providing electricity or transport connectivity to Franchisee.

This Franchise Agreement does not authorize the co-location of small cell equipment on any City poles or other infrastructure. To the extent there is an interest by multiple providers to install small cell equipment on any City poles or other infrastructure, access to small cell equipment on any City poles or other infrastructure will be determined on a first-come first-serve basis. Exceptions may be granted by the City based on Franchisee's network demand considerations and the unavailability of alternative small cell sites.

ORDINANCE - 13
Does not require codification

Section 18. Vacation of Right of Way. The process for the vacation of rights of way is provided for in City code, currently chapter 11.05 VMC. The City will endeavor to follow the process provided for in the code. If at any time the City, by ordinance, vacates all or any portion of the area affected by this Franchise, the City shall not be liable for any damages or loss to the Franchisee by reason of such vacation. The Franchisee shall remove its Facilities from any vacated right of way unless such vacation provides for the continuing right of the Facilities to exist within the vacated area.

Section 19. Indemnification and Waiver.

A. Franchisee hereby releases and covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person for injury, sickness, or death of any person or damage to any property or interests:

1. Arising as a result of the acts or omissions of Franchisee, its agents, servants, officers or employees or the construction, placement, operation or maintenance of Facilities in the Public Ways; or

2. Based on the City's inspection or lack of inspection of work performed by Franchisee, its agents and servants, officers or employees in connection with work authorized on the Public Ways or property over which the City has control pursuant to this Franchise or pursuant to any other permit or approval issued in connection with this Franchise;

B. The provisions of Subsection A of this Section shall apply to claims by Franchisee's own employees and the employees of the Franchisee's agents, representatives, contractors, and subcontractors to which Franchisee might otherwise be immune under Title 51 RCW. This

ORDINANCE - 14

Does not require codification

waiver of immunity under Title 51 RCW has been mutually negotiated by the parties hereto, and Franchisee acknowledges that the City would not enter into this Franchise without Franchisee's waiver thereof.

C. Inspection or acceptance by the City of any work performed by the Franchisee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Provided that Franchisee has been given prior written notice by the City of any such claim, said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised with Franchisee's consent prior to the culmination of any litigation or the institution of any litigation. The City has the right to defend or participate in the defense of any such claim, and has the right to approve any settlement or other compromise of any such claim, provided that Franchisee shall not be liable for such settlement or other compromise unless it has consented thereto.

D. The obligations of Franchisee under the indemnification provisions of this Section shall apply regardless of whether liability for damages arises out of bodily injury to persons or damages to property, except to the extent that such claims, actions, damages, costs, expenses, and attorney's fees were caused by the sole negligence or willful misconduct of the City. In the event that a court of competent jurisdiction determines that this Franchise is subject to the provisions RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein.

E. Notwithstanding any other provisions of this Section, Franchisee assumes the risk of damage to its Facilities located in the Public Ways and upon City-owned property from such activities conducted by the City, its officers, agents, employees and contractors, except to the

ORDINANCE - 15

Does not require codification

extent any such damage or destruction is caused by or arises from the negligent, willful or malicious action on the part of the City, its officers, agents, employees or contractors. Franchisee releases and waives any and all such claims against the City, its officers, agents, employees or contractors. Franchisee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of Franchisee's Facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful or malicious actions on the part of the City, its officers, agents, employees or contractors.

F. Notwithstanding anything contained herein to the contrary, other than in connection with the foregoing third party claims indemnification and damages incurred for breach of confidentiality, neither party shall be liable to the other for consequential, incidental, special or indirect damages.

Section 20. Abandonment and Removal of Franchisee's Communication Facilities.

Upon the expiration, termination, or revocation of the rights granted under this Franchise, or upon the removal of any Facility from service, the Franchisee shall remove the Facility or Facilities from the Public Ways of the City within 90 days of receiving notice from the City. If the Franchisee fails to remove its Facilities, the City may declare said Facilities to be the property of the City.

In the alternative, the City may, in its sole discretion, permit the Franchisee to abandon its Facilities in place, upon such terms and conditions as the City may reasonably prescribe by

ORDINANCE - 16

Does not require codification

written notice. Upon agreement by the Franchisee, ownership of the Facilities shall be transferred to the City and the Franchisee shall submit to the City the necessary transfer documents. If the Franchisee does not transfer ownership within 90 days of receiving notice from the City, the City may commence legal action to enforce the transfer.

In the event that the City does not grant the Franchisee permission to abandon the Facilities or the Franchisee does not comply with the terms and conditions set by the City for such abandonment, the City may elect, in its sole discretion to declare the Facilities permanently abandoned and assume ownership of the Facilities; proceed with legal action to compel the Franchisee to remove such Facilities; or remove the Facilities and recover the costs of such removal from the Franchisee.

Section 21. Modification. The City and the Franchisee hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise Agreement upon the written agreement of both parties to such alteration, amendment or modification. Said modifications shall be expressed by ordinance of the City Council passed for that purpose and accepted by the Franchisee consistent with Section 31 of this Franchise Agreement.

Section 22. City Ordinances and Regulations. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the locations, elevation, manner or construction and maintenance of any Facilities by the Franchisee,

ORDINANCE - 17

Does not require codification

and the Franchisee shall promptly conform with all such regulations, unless compliance would cause the Franchisee to violate other requirements of the law.

Section 23. Survival. All of the provisions, conditions, and requirements of this Franchise shall be in addition to any and all other obligations and liabilities the Franchisee may have to the City at common law, by statute, or by contract. The provisions, conditions, and requirements of Sections 6, Relocation of Telecommunications Facilities; 7, Undergrounding of Facilities; 8, Work in the Public Ways; 10, Dangerous Conditions; 12, Restoration after Construction; 19, Indemnification; 20, Abandonment and Removal of the Franchisee's Facilities, shall survive the expiration or termination of this Franchise, and any renewals or extensions thereof and remain effective until such time as the Franchisee removes its communication Facilities from the Public Ways, transfers ownership of said Facilities to a third party, or abandons said System in place, all as provided herein. All of the provisions, conditions, regulations and requirements contained in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the Franchisee and all privileges, as well as all obligations and liabilities of the Franchisee shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever the Franchisee is named herein.

Section 24. Severability. If any section, sentence, clause, or phrase of this Franchise should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Franchise.

ORDINANCE - 18
Does not require codification

Section 25. Assignment. This agreement may not be assigned without the written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, except that the Franchisee may freely assign this Franchise in whole or part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization or refinancing. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. The Franchisee shall provide prompt, written notice to the City of any such assignment.

In addition, Franchisee may, without the prior written consent of the City

(i) lease the Facilities, or any portion thereof, to another Person, provided, that such other Person shall obtain a City Franchise, if required; or (ii) grant an Indefeasible Right of User Interest in the Facilities, or any portion thereof, to another Person; or (iii) offer or provide capacity or bandwidth in its Facilities to another Person; provided that Franchisee at all times retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its facilities pursuant to the terms and conditions of this Franchise.

Section 26. Liability Insurance. Franchisee shall, at its own expense, upon adoption, obtain and maintain throughout the term this Franchise, a commercial general liability insurance policy with limits of at least five million dollars (\$5,000,000.00) per occurrence and five million dollars (\$5,000,000.00) aggregate, with the City named as an additional insured, protecting and saving the City harmless against liability for loss or damage for personal injury, death, or property damage occasioned by the operation of the Franchisee under this Franchise. Franchisee

ORDINANCE - 19

Does not require codification

may utilize primary and umbrella liability policies to satisfy the preceding per occurrence and aggregate insurance policy limit requirements. The Franchisee shall, within thirty (30) days from the effective date of this Franchise, file with the City Clerk proof of continued insurance coverage, at least in the amounts required in this Section, through a Certificate of Insurance including the additional insured endorsement indicating City coverage required herein and a provision that said coverage may not be canceled without at least thirty (30) days' notice to the City, filed as above provided. Such additional evidence thereof shall be furnished to the City from time to time as it shall require. In those situations where, through the Franchisee's negligent or intentional acts or omissions, damage has occurred Franchisee's insurance shall be primary to any City insurance coverage or, in the event the City is self-insured, any Franchisee policy shall afford first dollar protection coverage for risks included in Franchisee's operations. The insurance required under this section may be through a utility self-insurance fund under which the Franchisee is insured.

Section 27. Legal Action to Enforce Franchise Terms. This Franchise is entered into in Clark County, Washington. In the event that legal action is brought with respect to this Franchise, the State of Washington shall have personal jurisdiction over each of the parties and venue of any such action shall lie in the Superior Court of Clark County. In the event that legal action is brought with respect to this Franchise, the prevailing party shall be awarded its costs and reasonable attorney's fees in an amount to be determined by the Court.

Section 28. Revocation. In accordance with Section 4 herein, this franchise may be revoked by the City Council by resolution in the event the Franchisee or any of Franchisee's lessees or other users shall fail, after notice or demand, to comply with any provision hereunder

ORDINANCE - 20

Does not require codification

following applicable cure periods, but the City shall have no obligation to do so. No forbearance by the City of any term of condition of this franchise in any instance or at any time shall ever comprise a waiver or estoppel of the City's right to enforce said term condition.

Section 29. Notice. Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

City:

City Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

Franchisee:

Attention: Asset Management
Mobilitie, LLC
2220 University Drive
Newport Beach, CA 92660

with an additional copy to:

Attention: Legal Department
Mobilitie, LLC
2220 University Drive
Newport Beach, CA 92660

Notice shall be deemed given upon receipt in the case of personal delivery, three days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery.

Section 30. Entire Franchise. This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon approval and acceptance of this Franchise.

Section 31. Acceptance. Within 60 days after the passage and approval of this ordinance, this Franchise may be accepted by Franchisee by its filing with the City Clerk its

ORDINANCE - 21

Does not require codification

written and sworn unconditional written acceptance and promise to comply with all terms of this Franchise. Failure of the Franchisee to so accept this Franchise within said period of time shall be deemed a rejection thereof, and the rights and privileges herein granted shall, after the expiration of the 60 day period, absolutely cease and determine, unless the time period is extended by ordinance duly passed for that purpose.

Section 32. Effective Date. Subject to compliance with Section 30 of this Ordinance, this ordinance shall become effective five (5) days from and after its final passage by the Vancouver City Council and publication of a summary of the ordinance pursuant to City Charter.

ORDINANCE - 22
Does not require codification

Read First Time: April 3, 2017

Ayes: Councilmembers Topper, McEnerny-Ogle, Turley, Hansen, Buneman

Nays: Councilmembers

Absent: Councilmembers Stober, Mayer Leavitt

Read Second Time: May 15, 2017; June 5, 2017

Ayes: Councilmembers Stober, Topper, McEnerny-Ogle, Hansen, Buneman,

Nays: Councilmembers

Absent: Councilmembers Turley

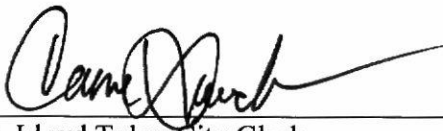
Mayer Leavitt

SIGNED this 5th day of June, 2017.



Timothy D. Leavitt, Mayor

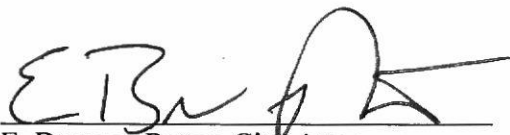
Attest:



R. Lloyd Tyler, City Clerk

By: Carrie Lewellen, Deputy City Clerk

Approved as to form:



E. Bronson Potter, City Attorney

ORDINANCE - 23

Does not require codification

SUMMARY

ORDINANCE M- 4202

AN ORDINANCE relating to management of the public rights-of-way, granting to Mobilitie, LLC, a Nevada limited liability company, a non-exclusive and revocable franchise to install, operate and maintain a telecommunications system in, on, over, upon along, and across public rights-of-way of the City of Vancouver, Washington, prescribing certain rights, duties, terms and conditions with respect to such franchise; providing for setting an effective date and conditions.

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

ORDINANCE - 24

Does not require codification

Homelessness Emergency Situation Report

Incident Name: Homelessness Emergency

Incident Commander: Aaron Lande

Situation Report # 3

Operational Period: January 2024

New Emergency Orders (if any)

NONE

Emergency Operations Center

- Working with CRESA, VPD and VFD on data collection/tracking for ED purposes
- We've lost 8 people since the Homeless Memorial in December
 - Housed in Supportive Housing Program: 1 OD death
 - Unsheltered: 3 OD deaths + 1 suspected OD
 - We're already on track to surpass 2023 numbers

HART Activities

- Corporal Metevia officially joined HART as second officer.
- Conducted recruitment for second HART Outreach Specialist.
- HART conducted clean-ups around Share House, along the Mill Plain sound wall, and on Campus Drive.
- Conducted HART training at VPD New Sgt. Academy (training for newly promoted sergeants in dept.)
- Participated in annual Point in Time Count – our team covers BBC and adjacent/connected trails (Ellen Davis, Discovery, Arnold Park, Cold Creek, etc.), much of which is off-limits to camping due to being within a fire impact area. For that reason, we counted very few people in the portion of our counting zone where camping is not allowed...less than a handful.
- Severe Weather response:
 - HART picked up cold weather supplies from CFTH to distribute during snow and ice...many outreach teams were unable to conduct outreach due to road conditions.
 - Helped people access shelter and/or obtain motel vouchers
 - Assisted River City Church when they were short on volunteers

Safe Park/Stay Safe

- Safe Stay 4 has a name! They really wanted to establish themselves as neighbors and a new part of that community, so residents and staff have decided on Kiggins Village.

Community Court

- City staff continue to work with community partners to identify a new location for the Community Court program.

Property Closures

- Under Emergency Order 2023-003, the City Manager has declared two additional publicly owned sites closed to outdoor habitation.



Outside Habitation Expectations for Tent Encampments

Individuals who camp or inhabit outdoor areas on public property are expected to adhere to the following regulations. Failure to comply may result in camps being posted for removal, and enforcement actions such as citation or arrest may be taken [VMC 8.22.020].

❖ **Be working towards shelter, housing, and employment.**

All individuals camping outdoors are expected to participate in meaningful engagement towards obtaining shelter, housing, or employment (*See reverse for more info.*)

- No blocking sidewalks or obstructing any portion of any street, bike lane or path intended for travel [VMC 7.04.020; VMC 8.22; ADA]
- No storing personal property in public spaces or extra storage tents [VMC 8.22.050]
- No building of structures or hardening of sites [VMC 8.22.050; VMC 17.32] or attaching to or obstructing public infrastructure (bridges, utility poles, fences, trees, etc.) or private property [VMC 12.080(B)(5); RCW 70.54.090]
- No direct damage to the environment by harming trees, digging/trenching, cutting vegetation, or disturbing wildlife [VMC 15.04.040; VMC 20.770; RCW 77.15.130]
- No burn barrels or burning of garbage; camp stoves are only allowed with specified safety measures [VMC 6.12.120; VMC 15.04.110; RCW 9A.48]
- Unauthorized connection to public utilities is prohibited [RCW 9A.56; VMC 17]
- No camping on private land owned by others [VMC 8.22; RCW 46.61.570]
- Maintain cleanliness of camping space; gray and black water dumping prohibited; no public urination or defecation; trash, bodily fluids, and any hazardous materials should be disposed of properly [VMC 7.10.020; VMC 6.12; VMC 14.26.117; VMC 14.10.050]

Areas where camping and outside habitation are prohibited at all times:

- Parks, schools, libraries, water facilities, street/parking lot surfaces, on or within 15 feet of paved or improved trail surfaces
- Within 1000 feet of Safe Stay Communities
- Within 200 feet of waterways
- Fire impact areas: under BPA high voltage lines, southern slope of Burnt Bridge Creek, Ellen Davis Trail, Discovery Trail/Arnold Park



“Meaningful engagement” with service providers to overcome barriers to shelter/housing will be different for each individual, but may be satisfied by demonstrating completion of one or more of the following within the past seven (7) days:

- Completion of a current housing assessment
- Receipt of treatment or services to assist with Detox
- Receipt of substance use treatment
- Completion of a disability assistance application
- Receipt of mental health treatment
- Application to, or participation in, a Safe Stay or Safe Park Community
- Application to recovery housing / clean & sober housing
- Accepting shelter offered
- Accepting housing offered
- Completion of steps to address legal issues (e.g., quash outstanding arrest warrants) or reporting to Court for one or more scheduled appearance(s)
- Application for a government identification card or driver license
- Application for a vehicle title, license, or registration
- Receipt of medical care
- Application for employment

For shelter/housing assistance and outreach contact:

- **Council for the Homeless Housing Hotline (360) 695-9677**
- **For Street Outreach assistance contact (206) 472-8172**
- **Recovery Navigators (360) 583-3301**

For questions about this notice contact the HART team at (360) 487-8626



Outside Habitation Expectations for Vehicles, RVs, Trailers

Individuals who camp in or inhabit vehicles on public property are expected to adhere to the following regulations. Failure to comply may result in vehicles/camps being posted for removal, and enforcement actions such as citation or arrest may be taken [VMC 8.22.020].

❖ **Be working towards shelter, housing, and employment.**

All individuals camping outdoors or in vehicles are expected to participate in meaningful engagement towards obtaining shelter, housing, or employment (See reverse for more info.)

- No vehicles used for camping or habitation may be parked on or within a planter strip or other areas of the right-of-way not intended or permitted to be used for parking. [VMC 19, RCW 46.61.570(1)(a)(ii)]
- Vehicles must be operable, properly licensed, and in legal running condition
- No vehicles or camping materials may block sidewalks or obstruct any portion of any street, bike lane or path intended for travel [VMC 7.04.020; VMC 8.22; VMC 19.12.090 ADA]
- No storing personal property in public spaces or extra storage tents/vehicles [VMC 8.22.050]
- No building of structures or hardening of sites [VMC 8.22.050; VMC 17.32] or attaching to or obstructing public infrastructure (bridges, utility poles, fences, trees, etc.) or private property [VMC 12.080(B)(5); RCW 70.54.090]
- Unauthorized connection to public utilities is prohibited [RCW 9A.56; VMC 17]
- Maintain cleanliness of camping space; gray and black water dumping prohibited; no public urination or defecation; trash, bodily fluids, and any hazardous materials should be disposed of properly [VMC 7.10.020; VMC 6.12; VMC 14.26.117; VMC 14.10.050]
- No camping on private land owned by others [VMC 8.22; RCW 46.61.570]

Areas where camping and outside habitation are prohibited at all times by law:

- Designated parks
- Schools and libraries
- Within 200 feet of water ways and water facilities (bioswales, wastewater, towers)
- Within 1000 feet of Safe Stay Communities (The Outpost, Hope Village, etc)
- Under BPA high voltage power lines



“Meaningful engagement” with service providers to overcome barriers to shelter/housing will be different for each individual, but may be satisfied by demonstrating completion of one or more of the following within the past seven (7) days:

- Completion of a current housing assessment
- Receipt of treatment or services to assist with Detox
- Receipt of substance use treatment
- Completion of a disability assistance application
- Receipt of mental health treatment
- Application to, or participation in, a Safe Stay or Safe Park Community
- Application to recovery housing / clean & sober housing
- Accepting shelter offered
- Accepting housing offered
- Completion of steps to address legal issues (e.g., quash outstanding arrest warrants) or reporting to Court for one or more scheduled appearance(s)
- Application for a government identification card or driver license
- Application for a vehicle title, license, or registration
- Receipt of medical care
- Application for employment

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