

## **City Council Meeting Agenda**

### **August 26, 2024**

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In accordance with the Open Public Meetings Act (OPMA), the Vancouver City Council meeting will be open to in-person attendance. Options for viewing and/or participating in the meeting remotely will also be accommodated. The City Council will be attending this meeting in person.

All City Council workshops and meetings are broadcast ([live closed captioning available](#)), CVTV cable channels 23 / HD 323, and on the [City's Facebook page](#).

Public testimony will be accepted regarding any matter on the agenda below. Advance registration will be required.

Unless otherwise announced by the Presiding Officer, each speaker may testify once for up to three minutes under each public testimony opportunity below and will be asked to provide their name and city of residence for the record.

Testimony will be accepted in the following manner:

- **Written comments submitted in advance:** [Email comments to the City Council](#) until 12:00 p.m. August 26, 2024. Comments will be compiled and sent to the City Council and entered into the record.
- **In-person or remote testimony during the meeting:** Register in-person at City Hall. In-person registration is open until 6:30 p.m. on August 26, 2024. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on August 26, 2024.

Visit the [city's website](#) for more information and to register under Public Participation or call the City Manager's Office at (360) 487-8600.

Further instructions for accessing the virtual meeting (for remote testimony) will be provided upon registration.

Upon request, printouts of agenda materials will be provided, including large print.

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### **Workshops: 4:00-6:00 p.m.**

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

#### **Performing Arts Feasibility**

(Approximately 1 hour)

Natasha Ramras, Chief Financial Officer, [natasha.ramras@cityofvancouver.us](mailto:natasha.ramras@cityofvancouver.us)

#### **Heights Request For Proposal (RFP) Developer Selection**

(Approximately 1 hour, to immediately follow the previous workshop)

Amy Stewart, Real Estate Project Manager, [amy.stewart@cityofvancouver.us](mailto:amy.stewart@cityofvancouver.us)

## **Council Dinner / Executive Session Re: Potential Litigation and Pending Litigation (30 Min)**

### **Regular Council Meeting**

### **Pledge of Allegiance**

### **Call to Order and Roll Call**

### **Approval of Minutes**

**Minutes - June 10, 2024**

### **Community Communication**

This is the place on the agenda where the public is invited to speak to Council regarding any matter on the Agenda not already scheduled for Public Hearing. (Separate instructions are provided for offering testimony on Public Hearing when applicable.) This includes the option to testify about Workshops. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Speakers are to limit their testimony to a total of three minutes for all items combined.

### **Consent Agenda**

The following items will be passed by a single motion to approve all listed actions and resolutions. There will be no discussion on these items unless requested by Council. If discussion is requested, the item will be moved from the Consent Agenda and considered separately – after the motion has been made and passed to approve the remaining items.

#### **1. Construction Acceptance - Ross Street LID Retrofits Staff Report: 163-24**

Request: On August 26, 2024, accept the Ross Street LID Retrofits as constructed by Western United Civil Group, LLC, of Yacolt, WA, release of contract bonds subject to receipt of all documentation required by law.

Aron Rice, Senior Civil Engineer, Mark Hazuka, Civil Engineer,  
aron.rice@cityofvancouver.us, mark.hazuka@cityofvancouver.us

#### **2. Partial Vacation - Existing Public Drainage Easement Conveyed to Drainage Improvement District No. 11 over Property 100663000 Recorded Under AFN G131473 Staff Report: 164-24**

Request: Authorize the City Manager, or designer, to sign the attached easement release.

Aron Rice, Senior Civil Engineer, Mark Hazuka, Civil Engineer,  
aron.rice@cityofvancouver.us, mark.hazuka@cityofvancouver.us

#### **3. Contract Amendment - United Services Contract (C-101224) Increase Staff Report: 165-24**

Request: On August 26, 2024, approve the proposed Agreement amendment, increasing the authorized expenditure amount by \$625,745 to a revised not-to-exceed Agreement amount of \$1,015,354 to cover increased costs of modular/mobile hygiene unit rentals for continued use in three Safe Stay Communities and one Safe Parking site.



Jamie Spinelli, Homeless Response Manager, [jamie.spinelli@cityofvancouver.us](mailto:jamie.spinelli@cityofvancouver.us)

**4. 2023 Department of Homeland Security Assistance to Firefighters Fire Prevention and Safety (FP&S) Grant Program**  
**Staff Report: 166-24**

Request: Authorize the City Manager, or designee, to approve the 2023 Department of Homeland Security Assistance to Firefighters Fire Prevention and Safety (FP&S) Grant and execute any agreements consistent with the terms attached.

Brennan Blue, Fire Chief, [brennan.blue@cityofvancouver.us](mailto:brennan.blue@cityofvancouver.us)

**5. Ordinance Authorizing Amendment to Professional Services Agreement - Final Design Services for Marine Park Solids Force Main Project - C-100250**  
**Staff Report: 167-24**

**AN ORDINANCE** authorizing the execution of a contract amendment with Kennedy Jenks Consultants, Incorporated (“Consultant”), to continue providing wastewater treatment and other related services (“Services”) to the City of Vancouver, Washington (“City”); authorizing a contract amendment extending the contract beyond its original five-year duration; providing for severability; and setting an effective date.

Request: Approve the ordinance on first reading and set a date of September 9, 2024, for second reading and public hearing. The ordinance, if approved, would authorize the City Manager, or designee, to amend contract C-100250 with Kennedy Jenks Consultants of Portland, Oregon, to: (1) increase by \$2,004,482 for a total contract amount of \$3,304,482, and (2) extend contract expiration date from December 31, 2024, to December 31, 2026, with a mutual option to extend an additional period to December 31, 2030.

Frank Dick, Wastewater Treatment Program Manager, [frank.dick@cityofvancouver.us](mailto:frank.dick@cityofvancouver.us)

**6. Approval of Claim Vouchers**

Request: Approve claim vouchers for August 26, 2024.

**Communications**

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

Commission on Aging Update

November 2024 Ballot Measures

**Community Forum**

**Adjournment**

City Hall is served by C-TRAN. Route information and schedules are available online at [www.c-tran.com](http://www.c-tran.com). You also may reach C-TRAN at (360) 695-0123 for more information on times, fares, and routes.

Anyone needing language interpretation services or accommodations with a disability at a Vancouver City Council meeting may contact the City Manager's staff at (360) 487-8600 (RELAY: 711). Assistive listening devices and live Closed Captioning are available for the deaf, hard of hearing and general public use. Please notify a staff person if you wish to use one of the devices. Every attempt at reasonable accommodation will be made. To request this agenda in another format, please also contact the phone numbers listed above.

# Needs Assessment for Performing Arts Facilities in Vancouver, WA

Developed for the City of Vancouver  
August 26, 2024

# Webb Mgmt

## Introduction

- A management consulting practice focused on the development, renovation, and operation of cultural facilities
- 28 years of experience and more than 500 completed projects
- Feasibility studies, business plans, strategic plans, and district plans, all focused on live arts and entertainment
- Recent regional work includes facilities master plan for Portland's Regional Arts and Culture Council and the feasibility work for the Federal Way Performing Arts Center



Photo credit: Hylton Performing Arts Center, Prince William, VA, with the text, "building creativity" written across the center of the photograph

# Study Brief

## Explore the case for new facilities

Webb Mgmt was hired by the City of Vancouver to update 2020 performing arts facility feasibility study, addressing:

- Potential demand for new facilities on the part of local and regional audiences as well as potential users of new facilities
- Gaps in the current regional facility inventory
- How new facilities might align with broader City of Vancouver goals



Photo credit: KO Projects Report, 2020



# Methodology

## Our research included...

- A broad range of invitations for community stakeholders and local groups to provide input
- Confidential interviews with local leadership and potential facility users
- Market research and detailed data analysis on the City of Vancouver and surrounding region
- Survey of local arts organizations on their potential need for and uses of new facilities
- Review of broader forces and trends in live arts and entertainment sectors
- Review of current and planned arts facilities in the area
- Analysis of comparable national projects as precedents and examples to illustrate recommendations.



# Research Findings

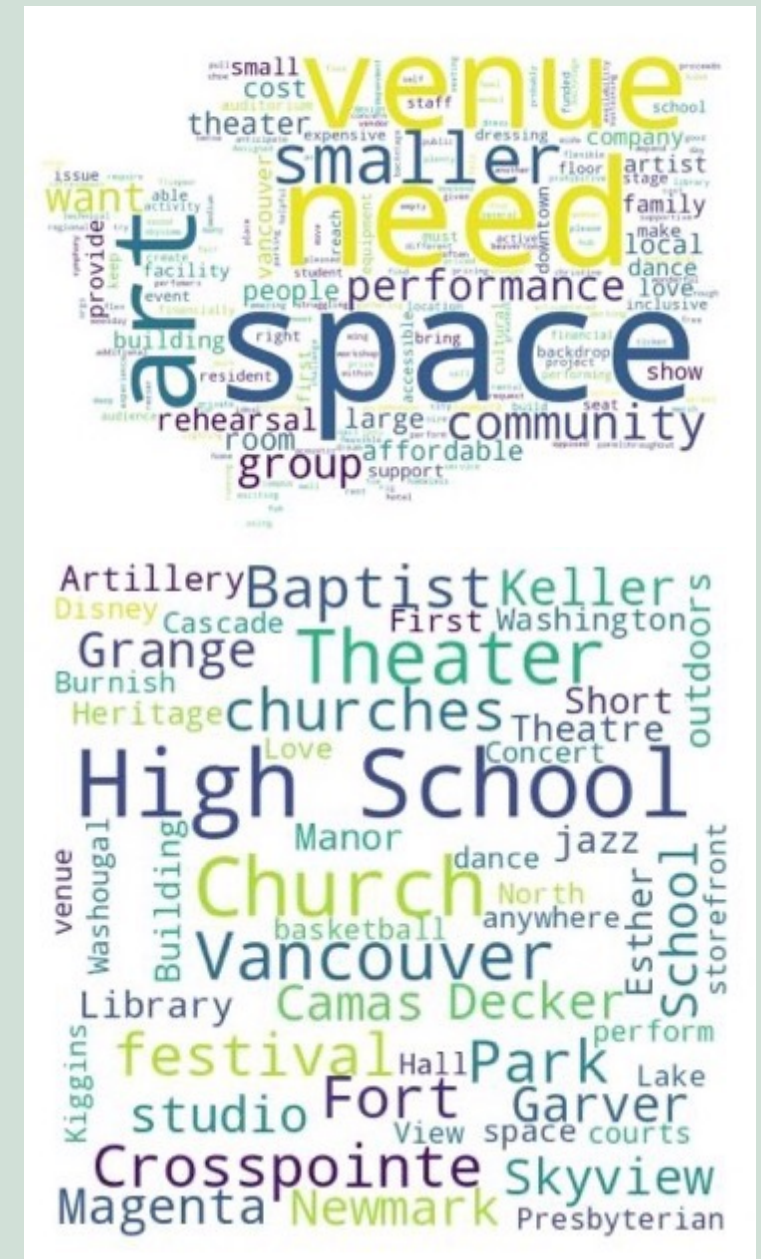
## Market analysis

- The population has grown significantly, but the landscape of performing arts facilities lags behind what is seen in other comparably sized markets
- The 30-minute driving area showed strong levels of educational attainment—a good indicator of arts participation
- Esri's Market Potential Interest Indexes showed higher than average engagement in both passive and active arts participation for the 30-minute driving area



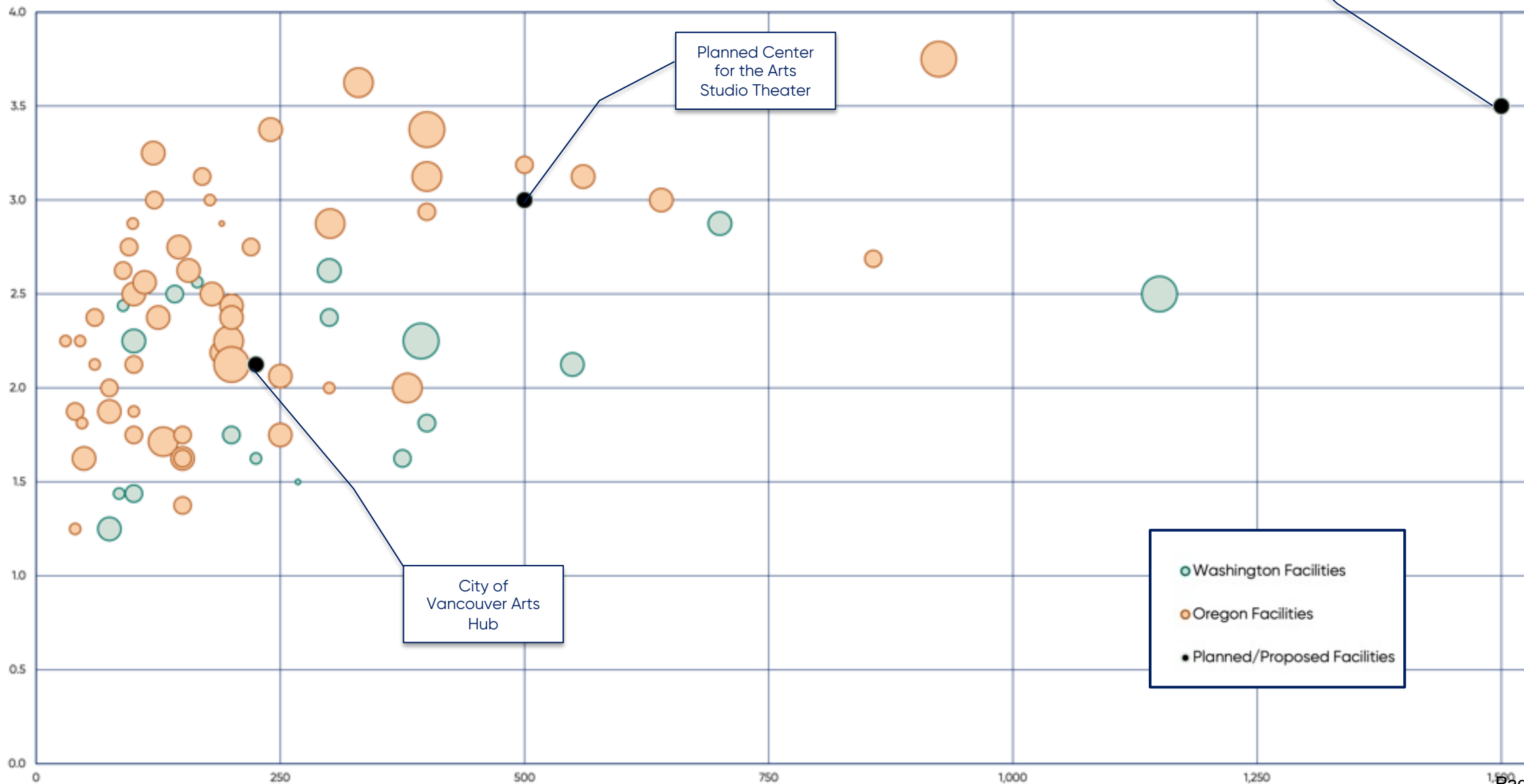


## Potential facility users & uses based on interviews and survey responses





# Local & Regional Facilities



# Research Findings

## Aligning with City of Vancouver goals

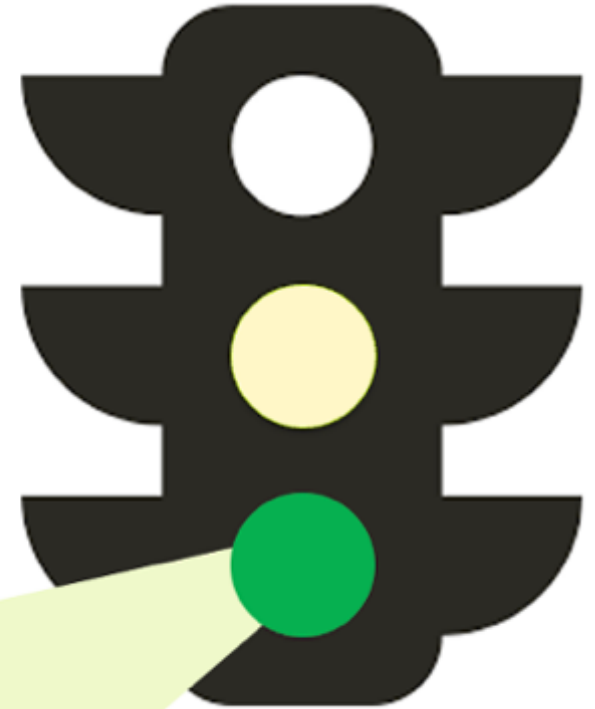
- The 2007 Vancouver City Center Vision and Subarea Plan endorsed the creation and support of “messy vitality”, a dynamic and rich mix of residential, cultural, civic, retail and entertainment places that will attract growth, job development, and round-the-clock activity in the downtown Vancouver area
- The City of Vancouver’s 2018 Culture, Arts & Heritage Plan Arts and Heritage Plan elements include building cultural capacity, leveraging a downtown arts district, and adding cultural space—with specific mentions of performance and rehearsal spaces
- The City of Vancouver is currently working on a new comprehensive plan which will recognize the importance of offering unique cultural experiences that fuel connections to place and acknowledge the significance of investing in facilities and other elements of cultural ecosystem



# Conclusions

## What we learned

- There is a potential audience for new facilities, both locally and regionally
- There is demand for performance spaces on the part of a number of local arts organizations, with most of that demand for smaller spaces for performance, rehearsals, and teaching
- There are gaps in the local and regional facility inventory, including the need for smaller spaces that can support emerging local arts groups, slightly larger and better spaces that can support a combination of local and touring programs, and a regional gap for a mid-size hall
- Finally, new arts facilities have been recognized as a critical building block for the City of Vancouver in pursuing its ambition to become a national waterfront city. Critical to that effort is creating spaces that support unique cultural experiences that fuel connections to place





# Recommendations

## How to proceed

1. Assuming appropriate investments, the Arts Hub project can fill an important gap for small and emerging artists and organizations, providing affordable access to reasonable facilities for performance and rehearsal.
2. The next step for the City of Vancouver should then be the development of a 400–600 seat multipurpose venue to be animated by a combination of local groups and touring programs.
3. A case can be made for a larger (1,200 to 1,500 seat) hall to serve the region in the future, depending on other initiatives now under consideration in Portland.





# Recommendations

## A new 400–600 seat venue

With the Arts Hub project now underway, the next priority should be the new 400–600 seat venue, which should also include a secondary multipurpose room for rehearsals and other programming as desired.

We believe that this should be the next venue developed given:

- It is more responsive to needs of local arts organizations
- It is in alignment with the City of Vancouver's priority to offer unique cultural experiences that fuel connections to place
- It is possible to locate it in downtown Vancouver where the project can support municipal goals for downtown vibrancy



# Recommendations

## A new 400–600 seat venue

Stress the following aspects and attributes:

- Flexibility, with systems that allow for easy and inexpensive changeovers from theater-style to cabaret to flat-floor and other configurations
- Strong food and beverage options and opportunities to enhance the audience experience and drive the meeting and event business
- ~2,000-sqft multipurpose room with some technology that can match the main space stage size, accommodate rehearsals and be rented for meetings and events
- An operator with significant programming and marketing skills and resources to support both presenting and rental clients, with a target of 150 public performances a year in the main space





# Recommendations

## New venue scale and cost based on benchmarks

- 40,000 to 50,000 gross sqft for a building with a 500-seat theater
- 3,000 to 3,500 sqft stage size including wings
- 2,000 to 2,500 usable sqft multipurpose room to match stage performance area
- \$1,000,000 to \$2,500,000 annual contributed income depending on the range of nonprofits supported and the commercial orientation of the presenting program
- There is tremendous variability in project costs depending on the scale and timing of the project—the Reser Center's project budget of \$52 million is probably the most relevant



# Next Steps

## Should the City of Vancouver decide to advance plans for new facilities, next steps should include:

- Physical planning, including the development of a space program, massing diagrams, consideration of possible sites and a capital budget
- Business planning that addresses how recommended facilities should be programmed, operated and financially sustained
- Forecasts of economic impacts and the role that local government could play in supporting operations both financial and administratively
- Fundraising, potentially starting with a fundraising feasibility study based on this report, the physical plan (including capital budget) and the business plan (including operating pro-forma)





# Questions?

## Contact Us

Duncan Webb  
[duncan@webbmgmt.org](mailto:duncan@webbmgmt.org)

Alli Arnold  
[alli@webbmgmt.org](mailto:alli@webbmgmt.org)



# Needs Assessment for New Performing Arts Facilities in Vancouver, WA

Developed for the City of Vancouver  
August 1, 2024

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# Introduction & Context



# Introduction & Context

## Project Impetus

- The City of Vancouver has seen significant growth and change in recent years as part of a dynamic metropolitan region. Vancouver has become an attractive destination for regional residents, visitors, businesses, and workers as a clean, safe, business-friendly and affordable community.
- Discussions about the need for new performing arts facilities have been ongoing in Vancouver for decades, but there has been limited progress with these initiatives until recently.
- The City of Vancouver now recognizes the need to explore the need for new facilities in a systematic and inclusive manner, considering the needs and opportunities on the part of audiences, artists, arts organizations, and arts educators.
- On that basis, Webb Mgmt has been hired by the city to update previous work on the need and opportunity for new facilities, considering demand and supply issues, and how new facilities might support the broader goals of the city.



Photo credit: Vancouver, WA courtesy of the Washington State Tourism Office

# Introduction & Context

## The KO Projects 2020 Feasibility Study

KO Projects was hired by the City of Vancouver in 2020 to conduct a performing arts venue feasibility study, with additional work by Opsis and Shalleck on a conceptual plan, project budget, and operating considerations.

Key insights included:

- There are 160–190k performing arts attendees, but there is substantial competition from casinos and Portland programs.
- Most local groups are small, but leaders are energized by the city's focus on supporting its own arts and cultural sector.
- Most of the groups need a functional, affordable theater with 200–400 seats. There is some additional demand for a 500–700 seat venue. The Vancouver Symphony is the one group seeking a larger capacity (+/- 1,100 seats).



Photo credit: KO Projects Report, 2020

# Introduction & Context

## The KO Projects 2020 Feasibility Study

Recommendations, concept, and budget:

- A 200–400 seat venue to meet needs of community groups, build new audiences, and develop capacity to produce and present work in larger venues in the future.
- A space program developed for a 300-seat theater to be partially housed in the 40,000-sqft FVRL Operations Center adapted for this purpose. This concept includes a new theater, rehearsal room, visual arts studios, maker spaces, galleries, and classrooms, as well as required public and backstage spaces.
- The project costs were estimated at \$33 million for an adaptive re-use option and \$43 million for all-new construction.
- This venue could be operated either by city, an affiliated entity, or an independent nonprofit.
- The annual funding (contributed income) was estimated at \$400k after three years.
- The total annual economic impact was estimated at \$2.2 to \$2.5 million.
- The study recommended continued communications and collaboration with Southwest Washington Center for the Arts, and their plans for a larger venue, hopefully complementary to this effort.
- The study recommends effort to develop community leadership to help advance the project.

# Introduction & Context

## The Southwest Washington Center for the Arts

A group of Vancouver citizens began discussions about a new performing arts center over 50 years ago. That group was formalized as the Southwest Washington Center for the Arts, incorporated as a 501(c)3 in 2003.

In recent years, the group has worked with the City of Vancouver to try to identify a downtown location suitable for the project. Now, with no downtown location available, the group has signed a letter of intent with a regional developer to be included in a mixed-use project on the eastern edge of Vancouver. The goal is to develop a new performing arts center that will include a large multi-purpose hall (1,250 to 1,300 seats), a smaller flexible performance space (200-300 seats), a rehearsal studio, conference rooms, recording studio and other support spaces.

The Vancouver Symphony Orchestra will be the key local user of the larger hall. It is hoped that other local groups will use both the large and small halls, and that the lack of a high-quality, mid-size hall in Portland will bring Portland-based groups and their audiences to the new center.

The Southwest Washington Center for the Arts is now actively seeking funds to build the venue.



# Introduction & Context

## About Webb Mgmt

Webb Mgmt is a management consulting practice focused on the development, renovation, and operation of cultural facilities. With over 25 years of experience and more than 500 completed projects, we develop feasibility studies, business plans, strategic plans, and district plans, all focused on live arts and entertainment.

Recent regional work includes a facilities master plan for Portland's Regional Arts and Culture Council and the feasibility work leading to the development of the Federal Way Performing Arts Center.

This assessment was conducted by Duncan Webb with the assistance of Alli Arnold.



Photo credit: Hylton Performing Arts Center, Prince William, VA, with the text, "building creativity" written across the center of the photograph

# Introduction & Context

## Methodology

Our research includes:

- Confidential interviews with local leadership, potential facility users, and other stakeholders.
- Market research and detailed data analysis on the City of Vancouver and the surrounding region.
- A survey of local arts organizations on their potential need for and uses of new facilities.
- A review of broader forces and relevant trends happening in the arts sector.
- Identification and systematic review of arts facilities in the region, including performing arts centers.
- Analysis of comparable national projects as precedents and examples to illustrate our recommendations.

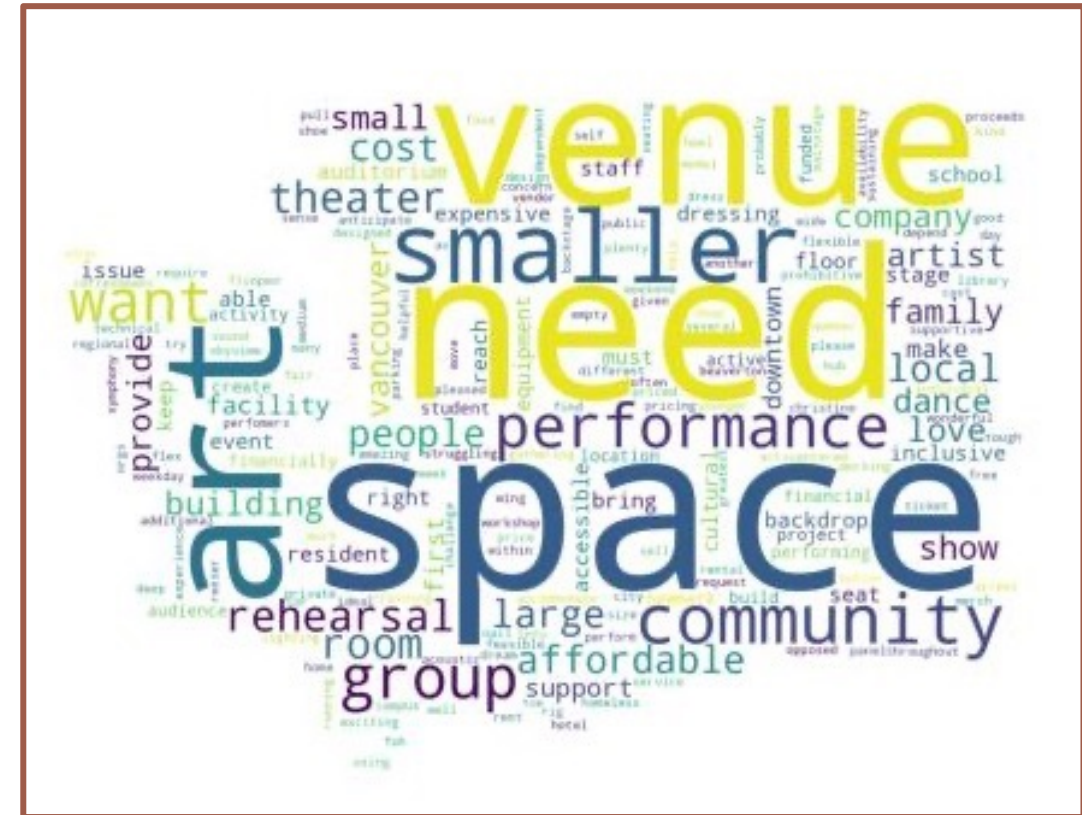


Photo credit: A word cloud created from responses of local Vancouver arts user group survey responses, July , 2024, the largest words include: small cost, venue, need, performance, art, space, community, rehearsal, room, group, and affordable

# Introduction & Context

## Confidential interviews with potential facility users, city staff, local leaders, and other stakeholders

Anna B. Cruz, Vancouver Ballet Folklorico

Christine Richardson, The Arts Hub

Cliff Myers, Visit Vancouver

David Perlick, City of Vancouver

David Perlick, Dir. of Parks, Recreation, & Cultural Services

Eileen Leyva, Magenta Theater

Eric Holmes, City of Vancouver

Erik Paulsen, Mayor Pro Tempore

Greg Phillips, Southwest Washington PAC

John Deeder, retired school Superintendent

Kathy McDonald, Southwest Washington PAC

Kim Eisenhower, ARTSTRA

Kris Heller, Metropolitan Performing Arts

Lee Rafferty, Cult Arts and Heritage Commission

Michele Hanlon, ARTSTRA

Mike McLeod, Hilton Hotels

Natasha Ramras, City of Vancouver

Rick Takesh, Hotel Owner/Operator

Shane Jewell, Portland Ballet

# 2

## **Forces & Trends**



# Forces & Trends

## Shifting Demands

The arts and culture sector has changed rapidly over the last few decades, particularly following the seismic impacts of COVID-19 on in-person programming and arts participation.

The following slides review some of the broader trends in the sector and then suggest how arts facilities are responding to these changes.



Photo credit: "Measure for Measure" at Chicago Shakespeare Theater. Image by Liz Lauren

# Forces & Trends

## Changes in Attendance

Studies show a national decline in attendance for various types of live performing art events over the last forty years. Genres like classical music, opera, plays, and dance have been hit particularly hard.

One bright spot however is a significant uptick in attendance for other types of performing arts event including pop music concerts. Taylor Swift and Beyonce's respective tours were so successful that they were each credited with markedly helping the U.S. economy in 2023.

Relative Change in Attendance by Genre & Age Group from 2012-2023

|                                      | 18-24 | 25-34 | 35-44 | 45-54 | 55-64 | 65-74 |
|--------------------------------------|-------|-------|-------|-------|-------|-------|
| Jazz                                 | -37%  | 4%    | -10%  | -29%  | -43%  | -14%  |
| Classical Music                      | -33%  | -33%  | -11%  | -41%  | -70%  | -63%  |
| Opera                                | -89%  | -65%  | -50%  | -76%  | -70%  | -66%  |
| Latin, Spanish, or Salsa Music       | -44%  | -11%  | -21%  | 6%    | -30%  | -31%  |
| Musicals                             | -19%  | -9%   | -22%  | -31%  | -53%  | -46%  |
| Plays                                | -58%  | -30%  | -16%  | -54%  | -58%  | -51%  |
| Ballet                               | -38%  | -1%   | -4%   | -23%  | -41%  | -58%  |
| Dance Performances other than ballet | -75%  | -29%  | 1%    | -51%  | -49%  | -61%  |
| Outdoor Performing Arts Festival     | -20%  | 11%   | 1%    | -9%   | -51%  | -32%  |
| Other Performing Arts Events         | 64%   | 116%  | 138%  | 98%   | 58%   | 35%   |

Source: National Endowment for the Arts, Survey of Public Participation in the Arts, 2012 and 2022

# Forces & Trends

## Growing interest in active arts programs

While attendance for many types of passive arts viewing experiences has dropped, there remains a growing interest in more active arts programs.

Today's consumers want to engage with the arts through learning and practice in a broad range of disciplines.

As audiences seek out opportunities where they can learn, play, paint, and act in formal and informal ways, arts programmers are finding ways to incorporate participatory elements into events that were previously more passive experiences.



Photo credit: Narek Harutyunyan, care of Smithsonian Magazine

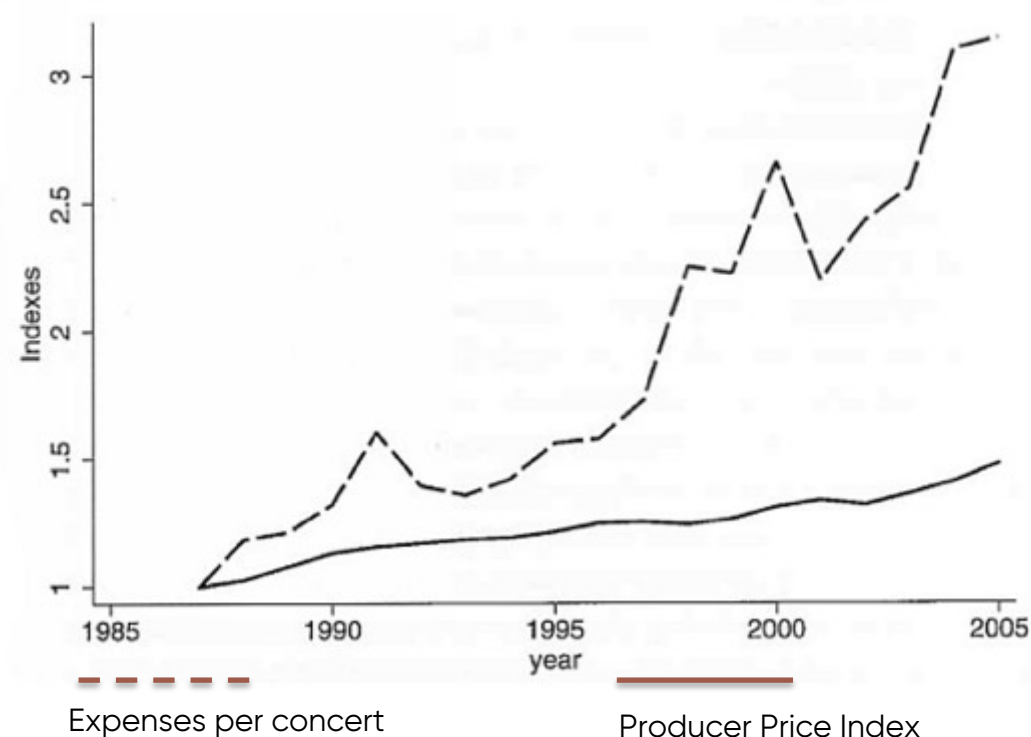
# Forces & Trends

## Fragile Nonprofit Arts Sector

A fundamental challenge for the arts is the lack of productivity gains over time in artistic creation. This is different from many other sectors where productivity gains are vital to mitigating cost increases. This phenomenon was first described by renowned Princeton economist William Baumol in the 1960s.

This chart, "The Perilous Life of Symphony Orchestras" compares the indexed cost of a concert against the indexed producer price index. This highlights that while the cost of delivering goods and services in the commercial sector grew by 40% over this 18-year period, cultural sector costs increased by over 200% in that same period of time.

Ultimately, what this means is that arts organizations become more reliant on fundraising each and every year to balance budgets.



Source: The Perilous Life of Symphony Orchestras, Richard Flanagan, 2015



# Forces & Trends

## Increasing Funding Competition

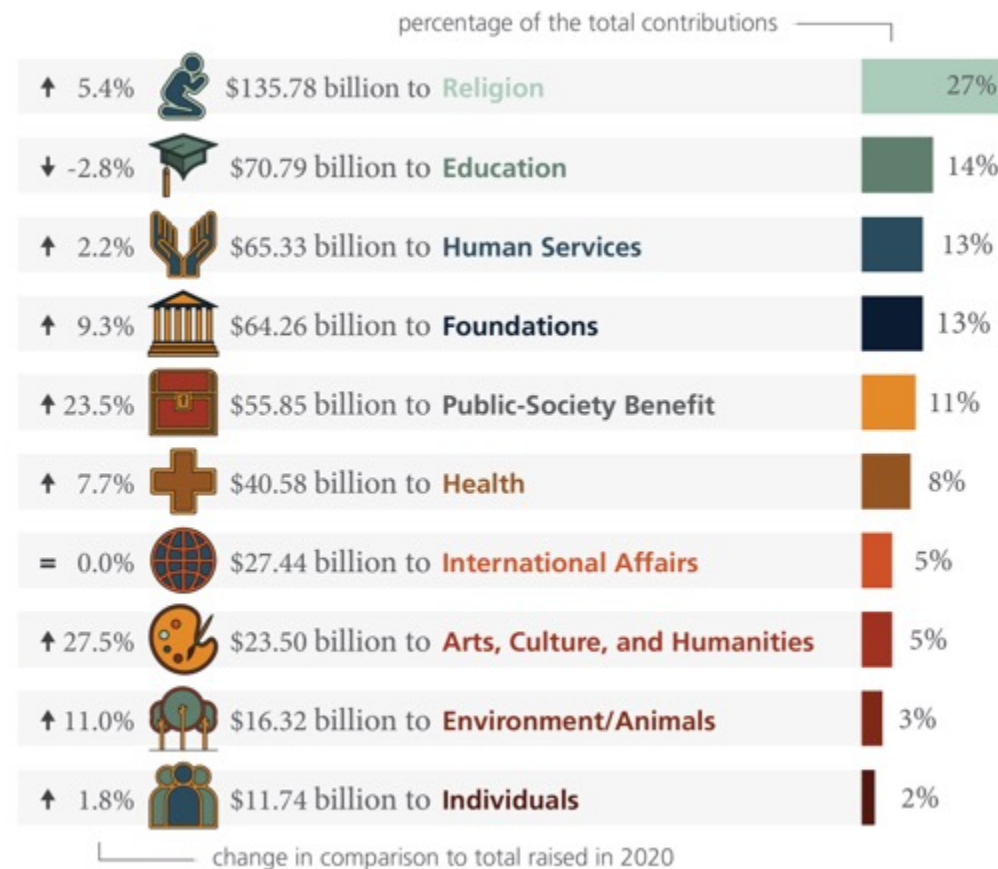
At the same time, direct government support for the arts is under pressure in many communities.

Rather than receiving stand-alone support in the form of arts-specific grants, municipal support for artists and organizations is now often coming from budgets and departments related to economic development, education, tourism, and justice among others.

Private sector fundraising has also become more competitive with increased prioritization for social causes among donors.

The arts organizations have had to adjust to these shifts by emphasizing their role and value in multiple areas.

## Giving USA 2021 Contributions Report



Source: Giving USA Foundation, *Giving USA 2021 Report* demonstrating the wide distribution of causes competing for funding for nonprofit programs

# Forces & Trends

## Recognizing the Value of the Arts

There is finally a broad understanding of the value of the arts, starting with the economic benefits of arts and culture on US communities.

In 2021, the real value added by arts and culture exceeded that of the transportation and warehousing, outdoor recreation, mining, and the agriculture, forestry, fishing, and hunting sectors. While the arts and culture economy is still working to return to its pre-COVID levels, the sector continues to form an important segment of the US economy.

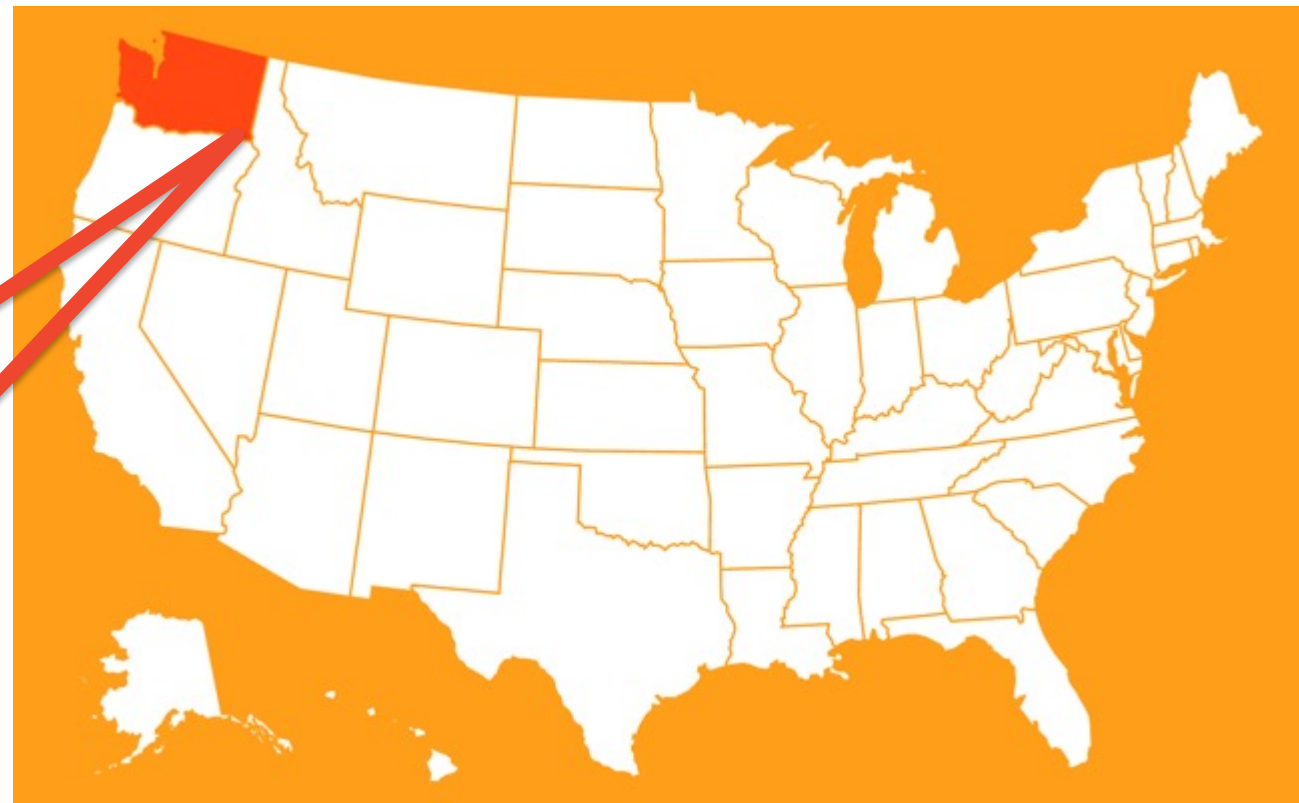


Source: National Endowment for the Arts, Arts and Cultural Production Satellite Account (ACPSA), 2020–2021; U.S. Bureau of Economic Analysis

# Forces & Trends

## Washington State's Arts Sector

The Arts and Cultural Production Satellite Account's most recent report found that the value added to Washington state by the arts was \$72.9 billion dollars in 2021, making up 10.8% of the state's economy that year, accounting for 187,196 jobs, and \$33.9 billion in employee compensation



Source: National Endowment for the Arts, Arts and Cultural Production Satellite Account (ACPSA), 2021; U.S. Bureau of Economic Analysis.

# Forces & Trends

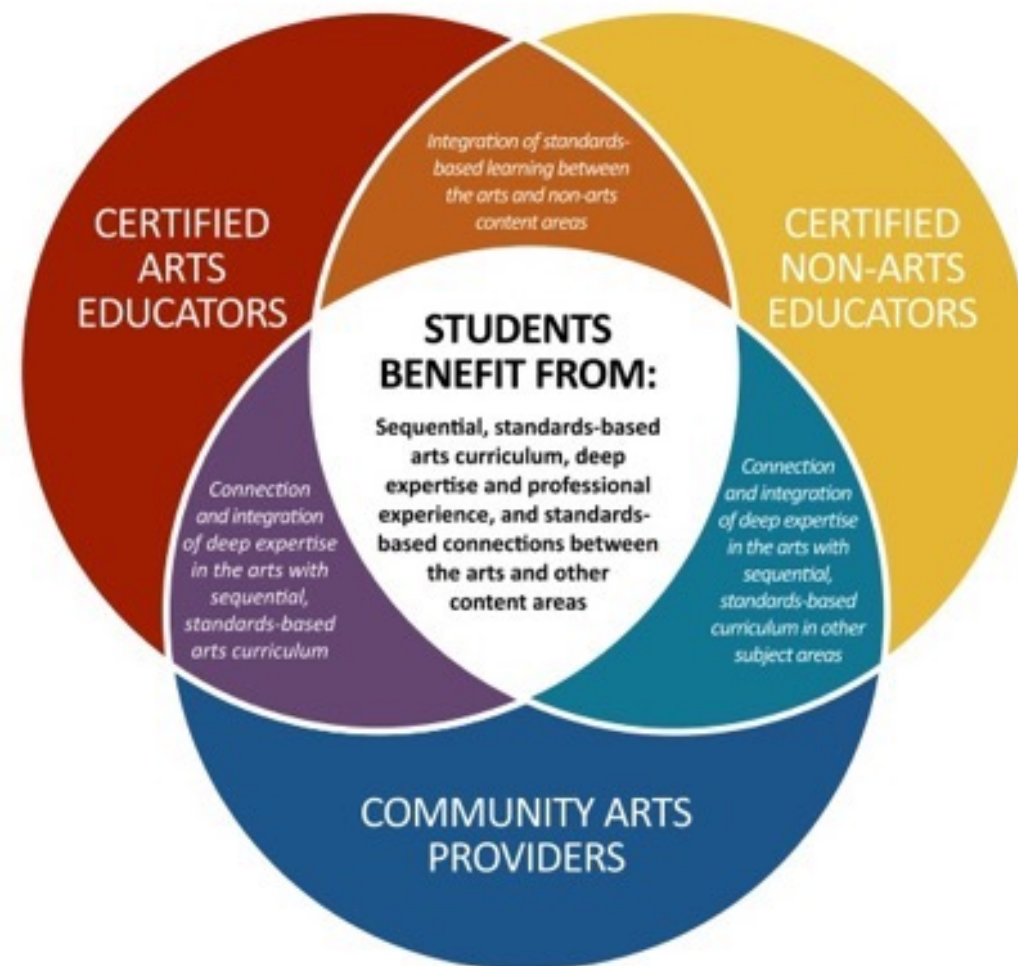
## Shifting Arts Access

Despite a growing understanding the manifold benefits of the arts, arts education in schools has been under pressure for years, and it is often the first service cut.

The nonprofit arts sector has recognized this trend and expanded their offerings by delivering educational and outreach programs in their communities, often partnering with schools and other community-based organizations.

This is an excellent way to build bridges and generate goodwill within the community.

Additionally, arts education programs can activate facilities during the day when they are usually less frequented.



Source: Americans for the Arts Shared Endeavor Diagram



# Forces & Trends

## Healing Arts

Increased arts access is associated with improved learning outcomes, health, and better multi-cultural understanding.

An extensive 2021 report produced in part by the Center for Arts Medicine found that place-based arts and cultural practices, or creative placemaking, could help grow social cohesion to encourage community well-being.

One rapidly growing area of study is the use of the arts for healing, including the delivery of neurological, emotional, and physical benefits.

The healthcare sector is embracing these possibilities, creating many new opportunities for artists and arts organizations in the medical sphere.

## Mass. starts country's first arts prescription program for physical and behavioral health

July 05, 2024

By Alison Kuznitz, State House News Service



Photo credit: An image of a headline from WBUR Boston stating, "Mass. Starts country's first arts prescription program for physical and behavior health," dated July 5, 2024

# Forces & Trends

## Beneficial Advances in Technology

New technologies allow for the automation of various building systems, from rigging and lighting to seating, to food and beverage operation, to venue security. We see these as opportunities to help venues deliver a high-quality experience for consumers and to reduce variable costs, like labor.

The expansion of streaming during the pandemic could have long-term value for venues and artists as, and if, intellectual property rights issues can be resolved.

Online marketing channels now proliferate, allowing venues to effectively market programs inexpensively.



Photo credit: *Back to the Future* on Broadway, Sean Ebsworth Barnes for the Wall Street Journal, 2023

# Forces & Trends

## Technological Concerns

Performing arts venues are competing with immersive programs that offer consumers rich experiences at affordable prices.

Many consumers, particularly younger ones, are getting their entertainment primarily online, without leaving their home.

Generative AI is pushing big questions for artistic labor, both for copyright and job security.

Looking ahead, arts venues and practitioners will have to adopt various technologies to stay competitive. Nonetheless, we believe that attending live arts is even more vital today—as a shared communal experience.



Photo credit: "Imagine Van Gogh" exhibition, Laurence Labat for the New York Times



# Forces & Trends

## Common Challenges for Performing Arts Facilities

- Labor intensive operations, with limited capital available to automate systems
- Difficulty retaining more experienced staff as they advance or leave for other higher-paying jobs.
- Limited marketing tools and resources to reach and retain audiences
- Lack of data supporting value delivered to the communities served

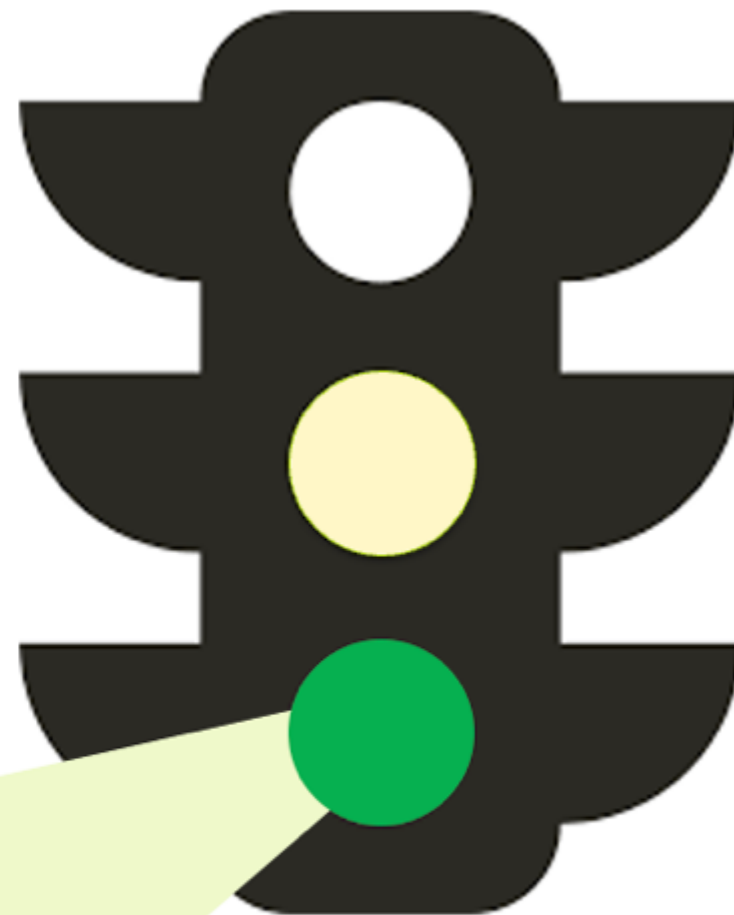




# Forces & Trends

## Common Opportunities for Performing Arts Facilities

- Collaborating with educators and school districts on arts education and outreach
- Attracting commercial and private meeting and event business
- Cultivating volunteer leadership and support groups to improve financial sustainability and add human resources
- Developing a welcoming and inclusive environment for diverse audiences and users



# Forces & Trends

## Arts Centers Are Responding By....

- Embracing a broader definition of cultural activities
- Aspiring to become the “community living room,” a building that is always open, always active, and welcoming to all
- Partnering with educators on programs and their delivery, and supporting active as well as passive participation
- Evolving from palaces of the arts to arts districts that are more authentic, inclusive, and have greater long-term impacts on their communities
- Enhancing the social experience around performances and/or programs
- Maintaining low cost of access for artists and arts organizations
- Facing outward into the community and responding to relevant economic and community development issues



Phot credit: Dallas Arts District

# 3

# Market Assessment

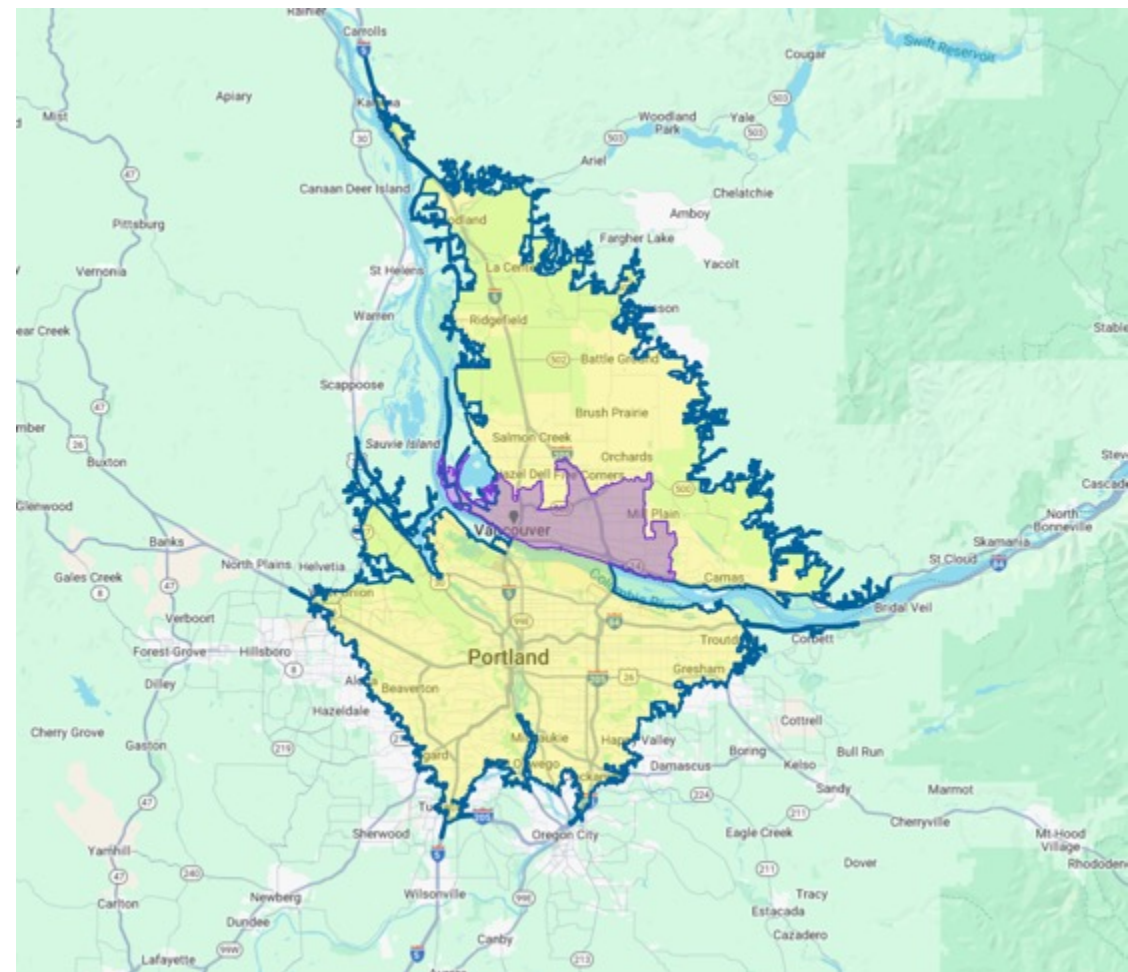
# Market Assessment

## Defining the Market

Travel distance and municipal boundaries recommend a two market analysis for this project, the City of Vancouver, WA and the area within a 30-minute driving radius of the Vancouver's downtown, which also encompasses Portland, and neighboring suburbs.

We used Esri to extract a series of maps and market demographics for the two areas of focus. Esri is widely considered the most powerful mapping and spatial analytics tool currently on the market. Its demographic data pulls from numerous highly accredited sources, including the US Census, American Community Surveys (ACS), and consumer spending reports.

The map to the right shows Vancouver in purple and the 30-minute driving area in yellow with a dark blue border.



Source: Esri/Arcs GIS

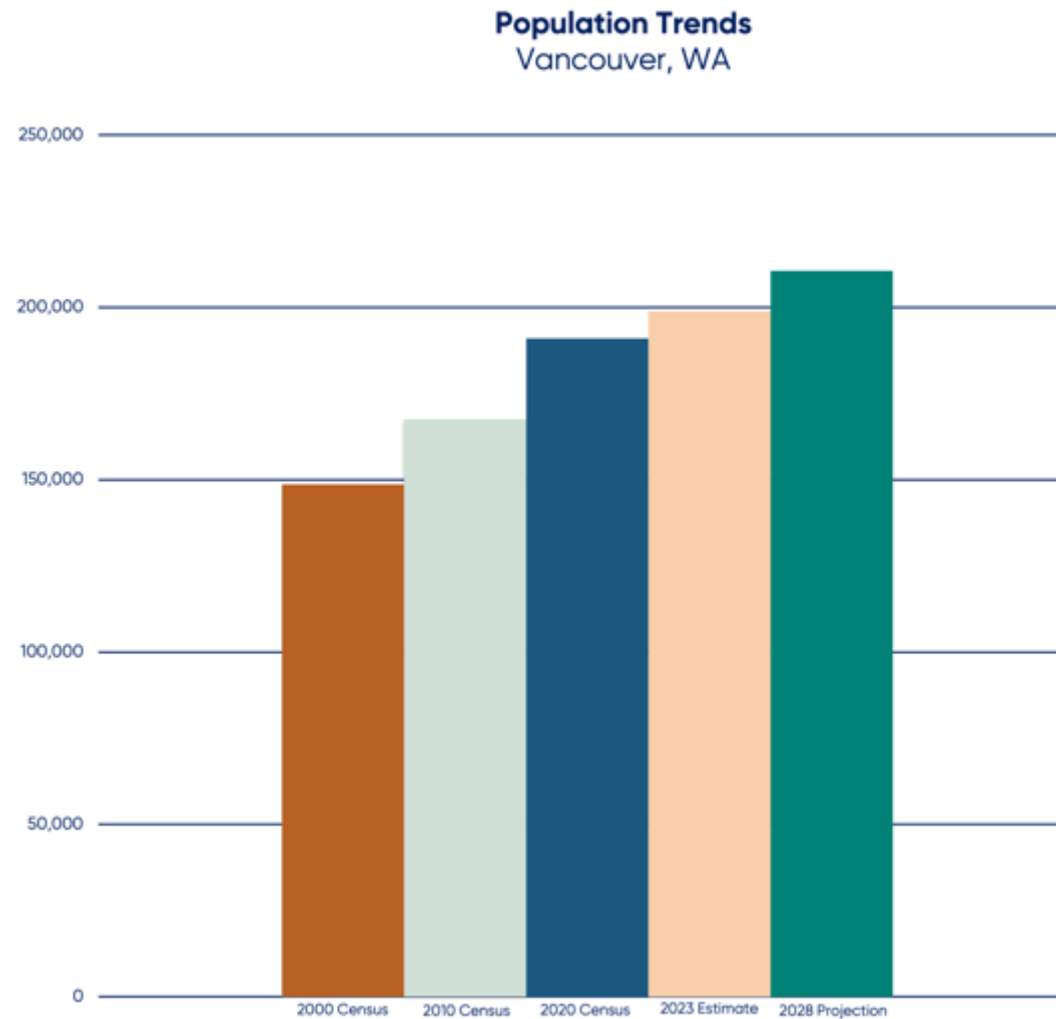


# Market Assessment

## Population Trends—City of Vancouver

Esri suggests that the City of Vancouver has grown from a population of 148,602 in 2000 to an estimated size of 198,885 in 2023.

Vancouver is expected to experience further growth in the coming years, increasing to a projected population of 210,628 by 2028.



Source: Esri

# Market Assessment

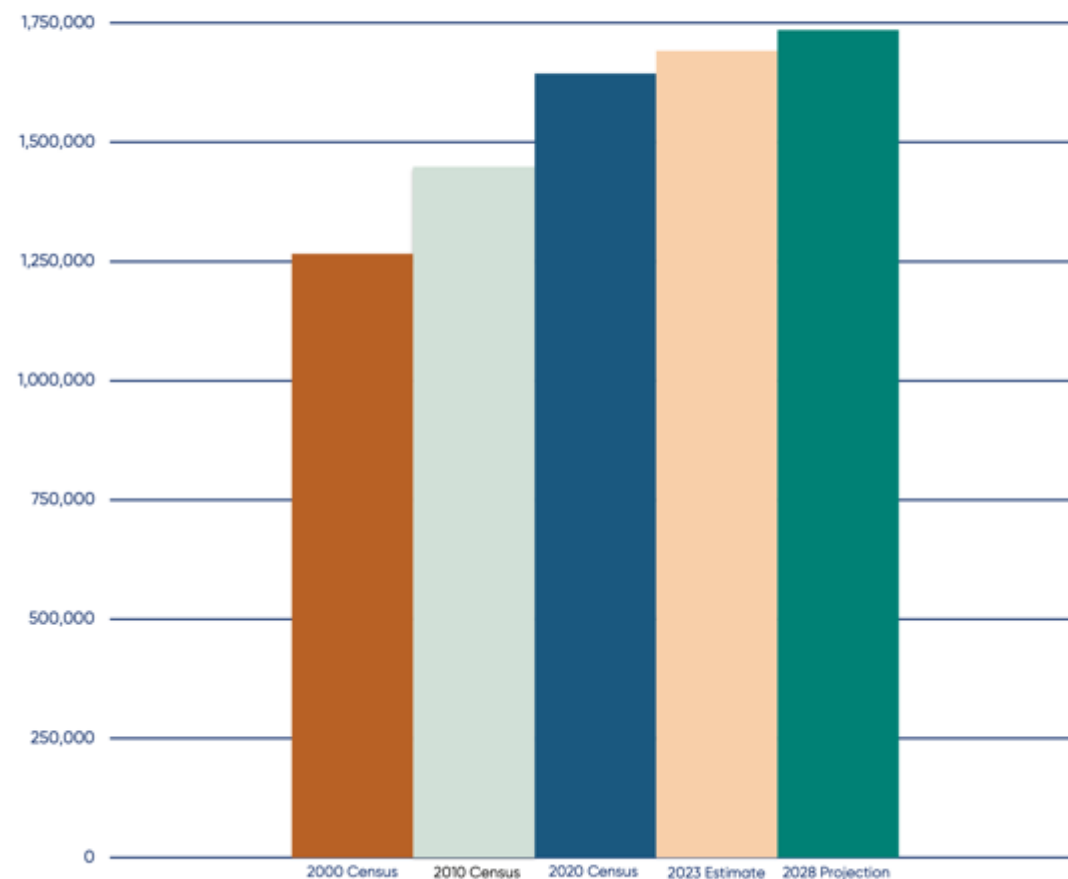
## Population Trends—the Driving Radius

Expanding the market to the area within a 30-minute drive of Vancouver shows a much higher population density.

That research radius grew from a population of 1,265,855 to an estimated size of 1691,353 in 2023.

The metro-area is expected to experience further growth in the coming years, increasing to a projected population of 1,735,585 by 2028.

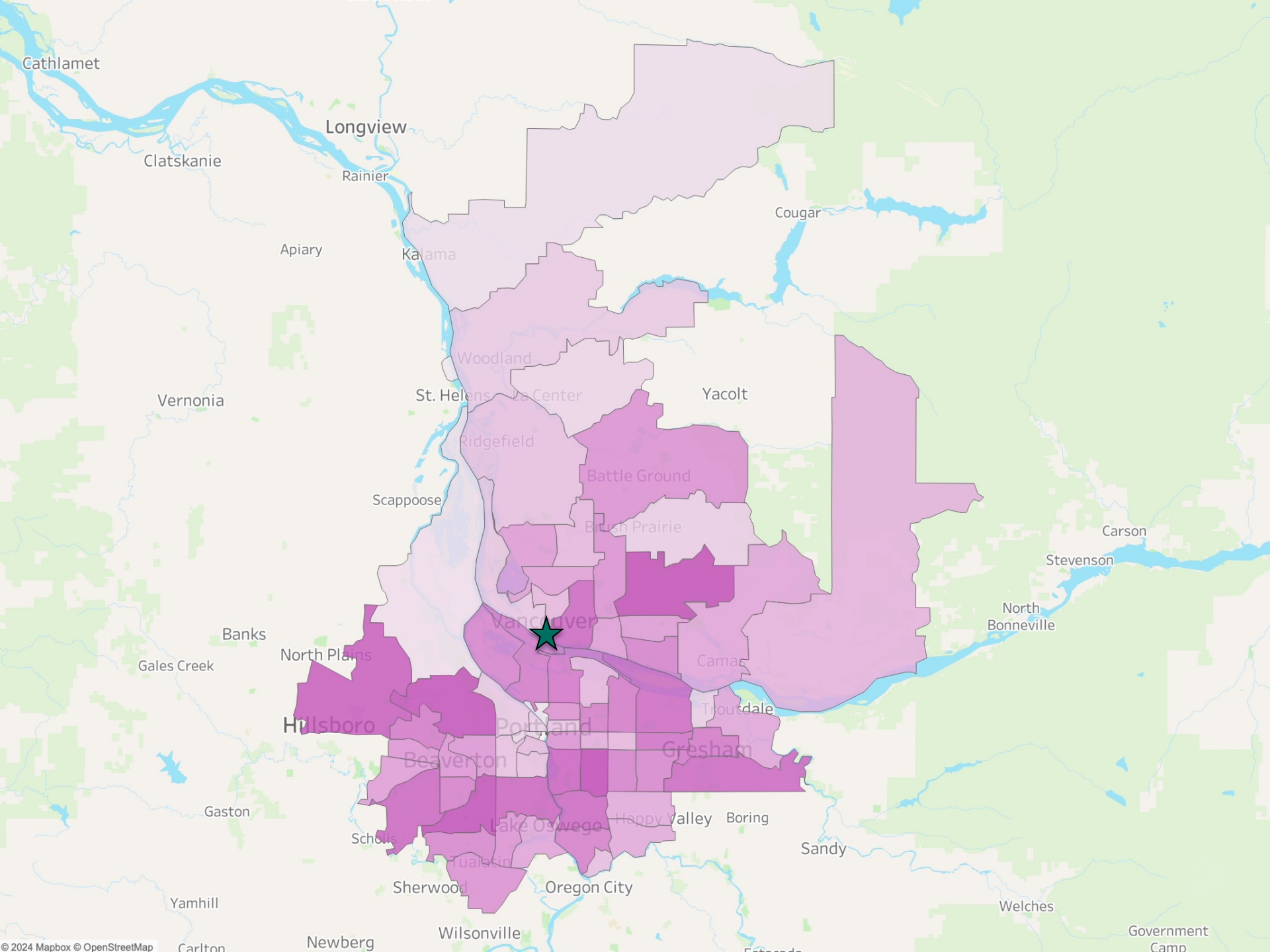
**Population Trends**  
Vancouver, WA & 30-minute driving radius



Source: Esri

## Population Trends— the Driving Radius

The animation to the left shows the shift in population density by zip code, going from 2000, 2010, 2020 through the current year (2024), and ending with the projected population densities for area zip codes in five years (2029).

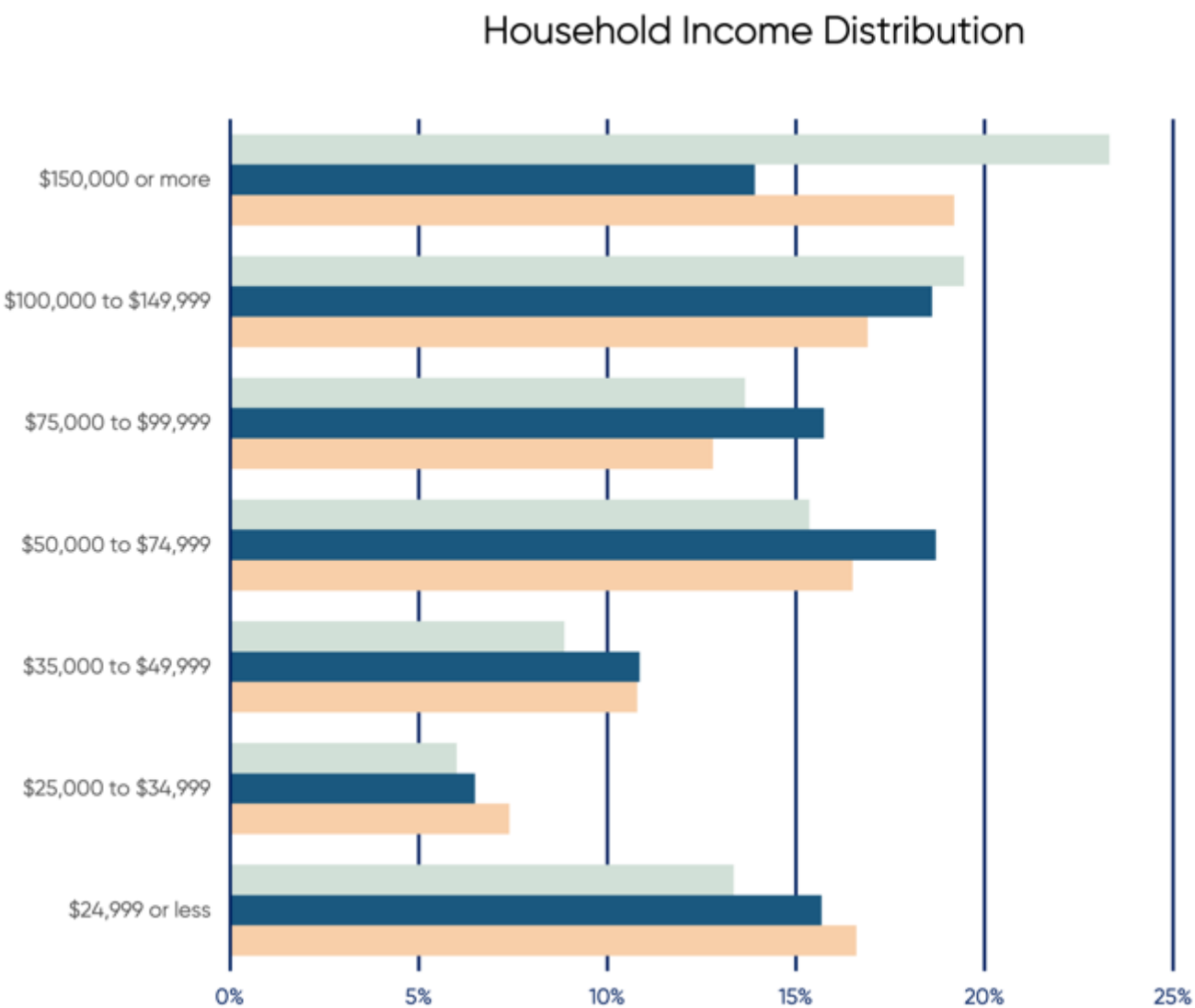


# Market Assessment

## Income Distributions

The household income distribution for Vancouver generally reflects the wider national distribution. The largest income brackets for Vancouver proper are \$50,000–\$74,999 and \$100,000–\$149,000, with each bracket comprising over 18% of the city’s households.

The greater metro-area within a 30-minute drive is relatively affluent, with the largest segment of households falling in the \$150,000 or more bracket.



Source: Esri



# Market Assessment

## Median Household Income

Within Vancouver, the median household income level is closely aligned with the national metrics, with a 2023 median income of \$71,798 and a projected median household income of \$81,994 by 2028.

The 30-minute driving radius is more affluent than the Vancouver and greater US estimates, with a median household income of \$85,018 in 2023 and a projected median household income of \$100,520 by 2028.



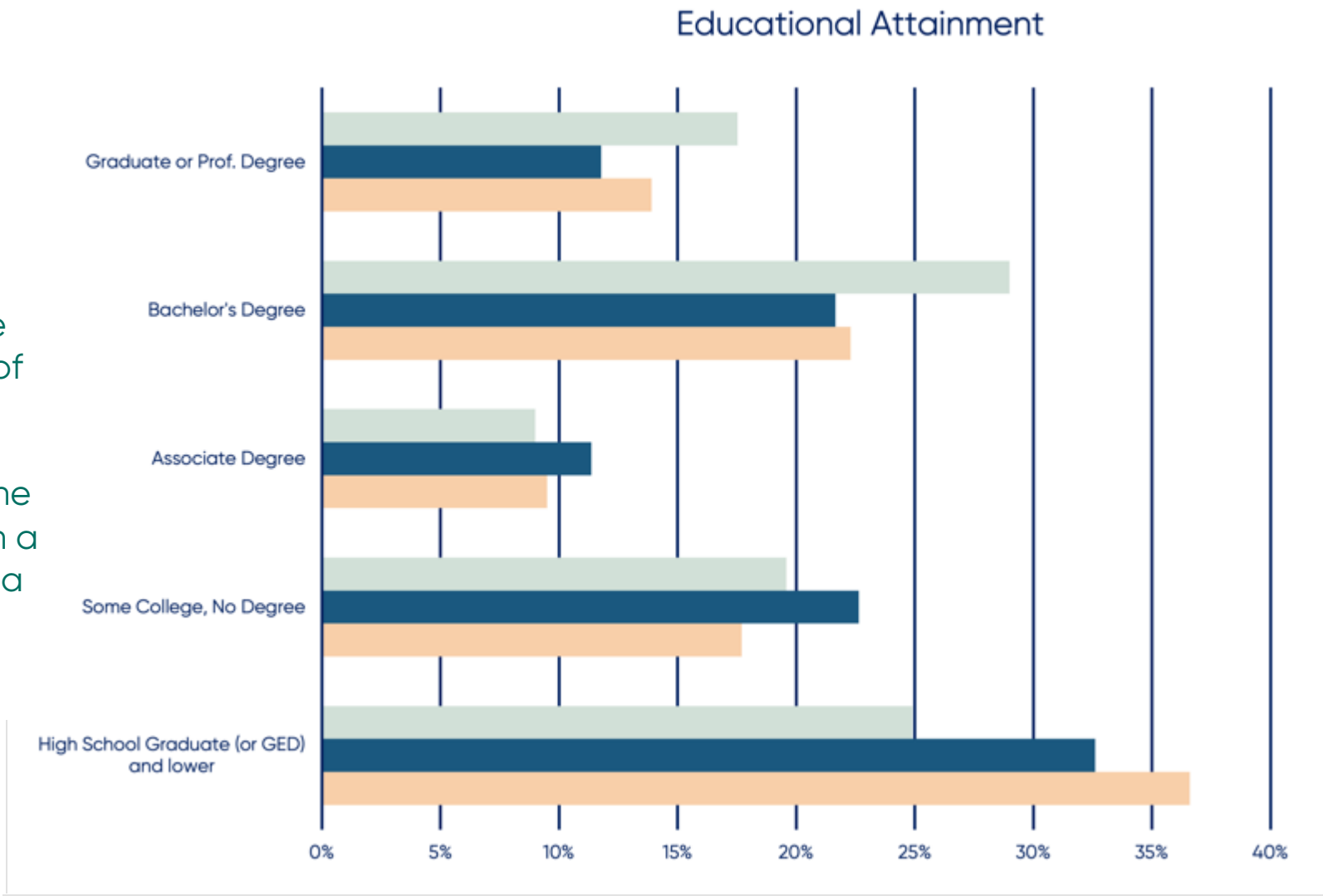
Source: Esri

# Market Assessment

## Educational Attainment

Research shows that educational attainment is a strong predictor of arts participation.

When studying the population of people who are 25 years of age or older, 67.4% of Vancouver residents were educated beyond high school/a GED, which is 5% higher than the national metric. Within the driving area, 75% of attained higher than a high school diploma, with 46.5% earning a bachelor's degree or higher.



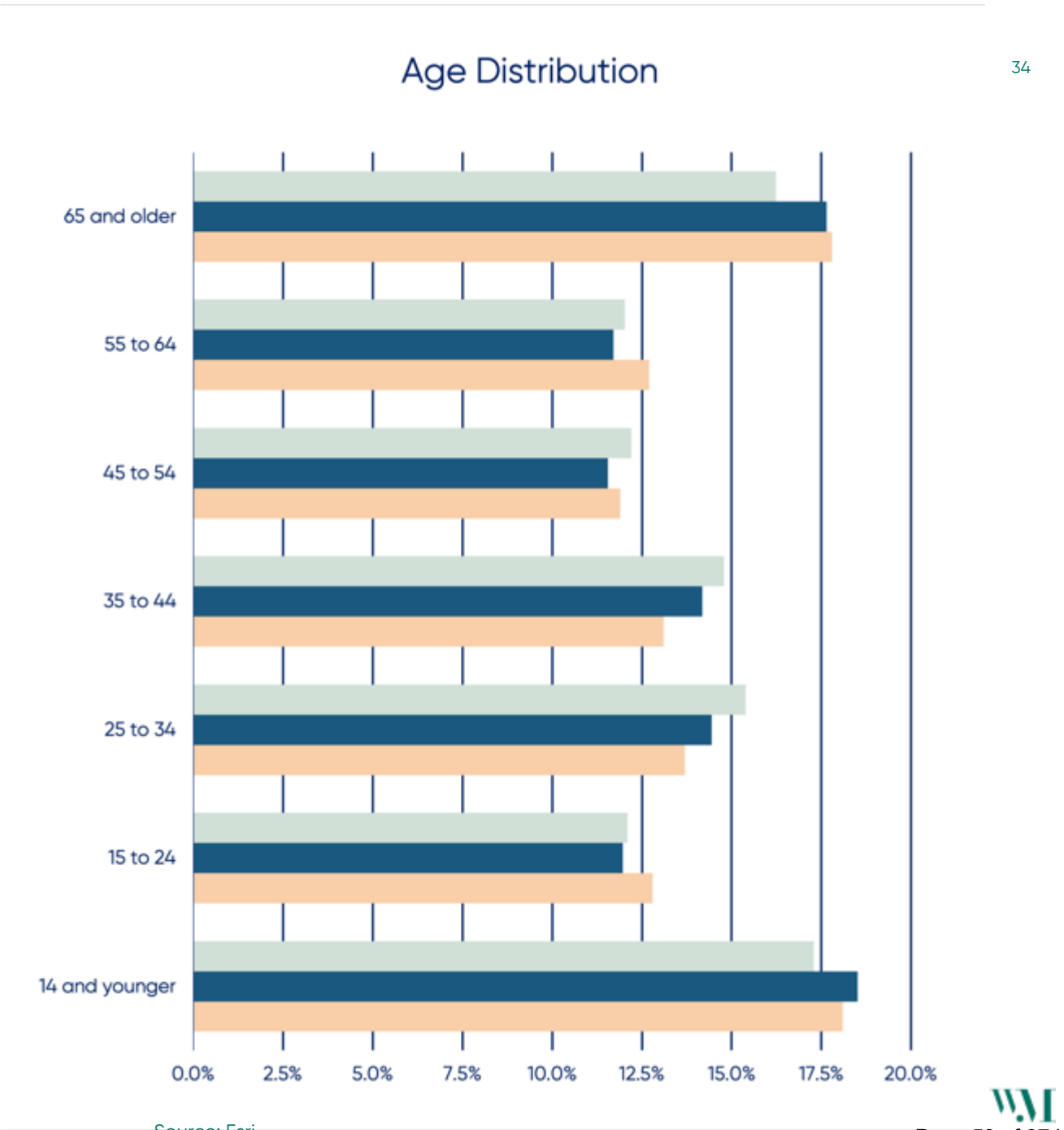
Source: Esri

# Market Assessment

## Age Profiles

The age distribution for residents of Vancouver and the nearby driving area is generally consistent with the national age distributions.

However, both Vancouver and the driving area have slightly higher populations of folks between the ages of 25 and 44 than the national metrics.

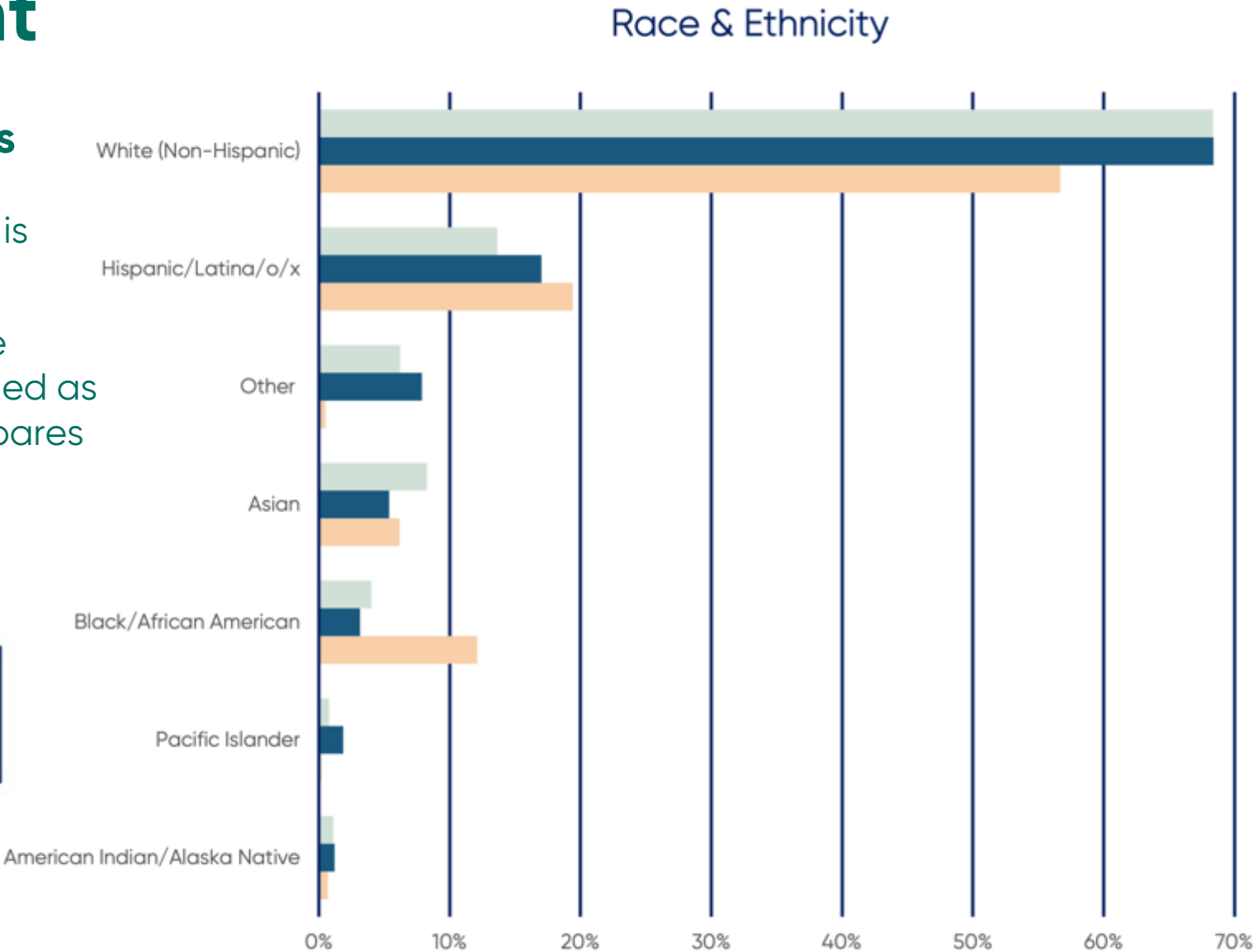
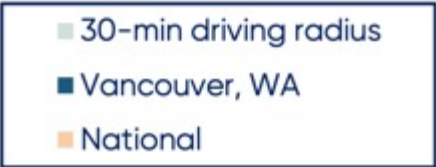


# Market Assessment

## Race and Ethnicity Demographics

Vancouver and the nearby driving area is less diverse than the US as a whole.

In both Vancouver and in the 30-minute driving radius, 68% of population identified as White (Non-Hispanic) in 2023. This compares to 57% throughout the larger US.



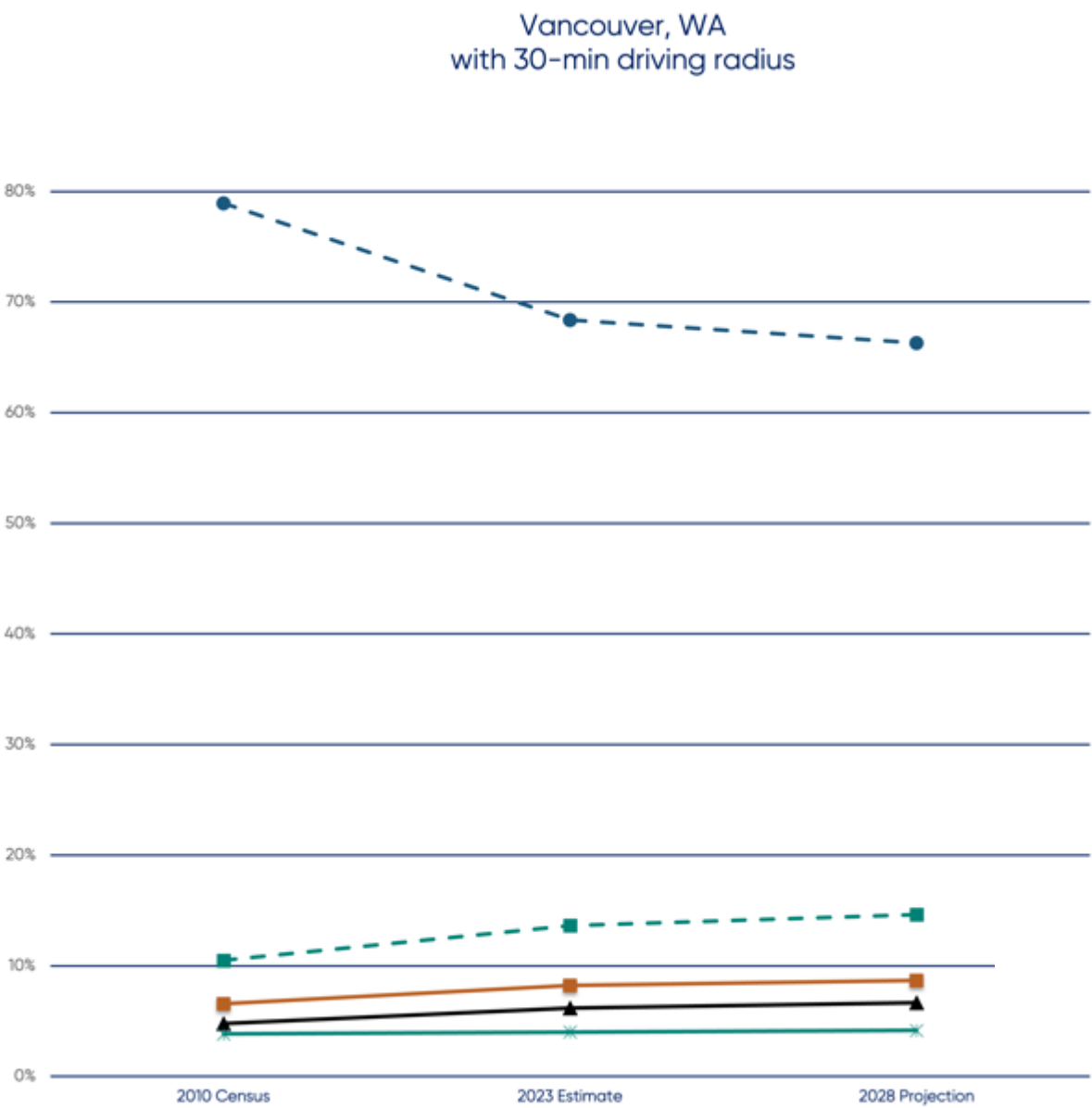
Source: Esri



# Market Assessment

## Race and Ethnicity Trends

That said, the area’s diversity level has grown over the last fifteen years, and it is projected to continue to grow over the next five years.



Source: Esri

# Market Assessment

## Tapestry Segmentation

Esri's Tapestry Segmentation provides a detailed description of America's neighborhoods. Residential areas are divided into segments based on their socioeconomic and demographic composition. Neighborhoods with the most similar characteristics are grouped together, and neighborhoods showing divergent characteristics are separated.

Tapestry Segments reflect demographic shifts over the last decade to established consumer markets, as well as the emergence of new markets due to population growth, demographic and socioeconomic change, and transforming consumer behavior. Reflecting the diversity among American neighborhoods, Tapestry includes 67 distinct market segments.

The Tapestry Segments also include indexes for how residents compare to the average American. An index score of 100 indicates the average American level for an activity or a budget. A score of 150 indicates that a group is scores 50% above the average American. Of these indexes, the Budget for Entertainment & Recreation is of particular interest.

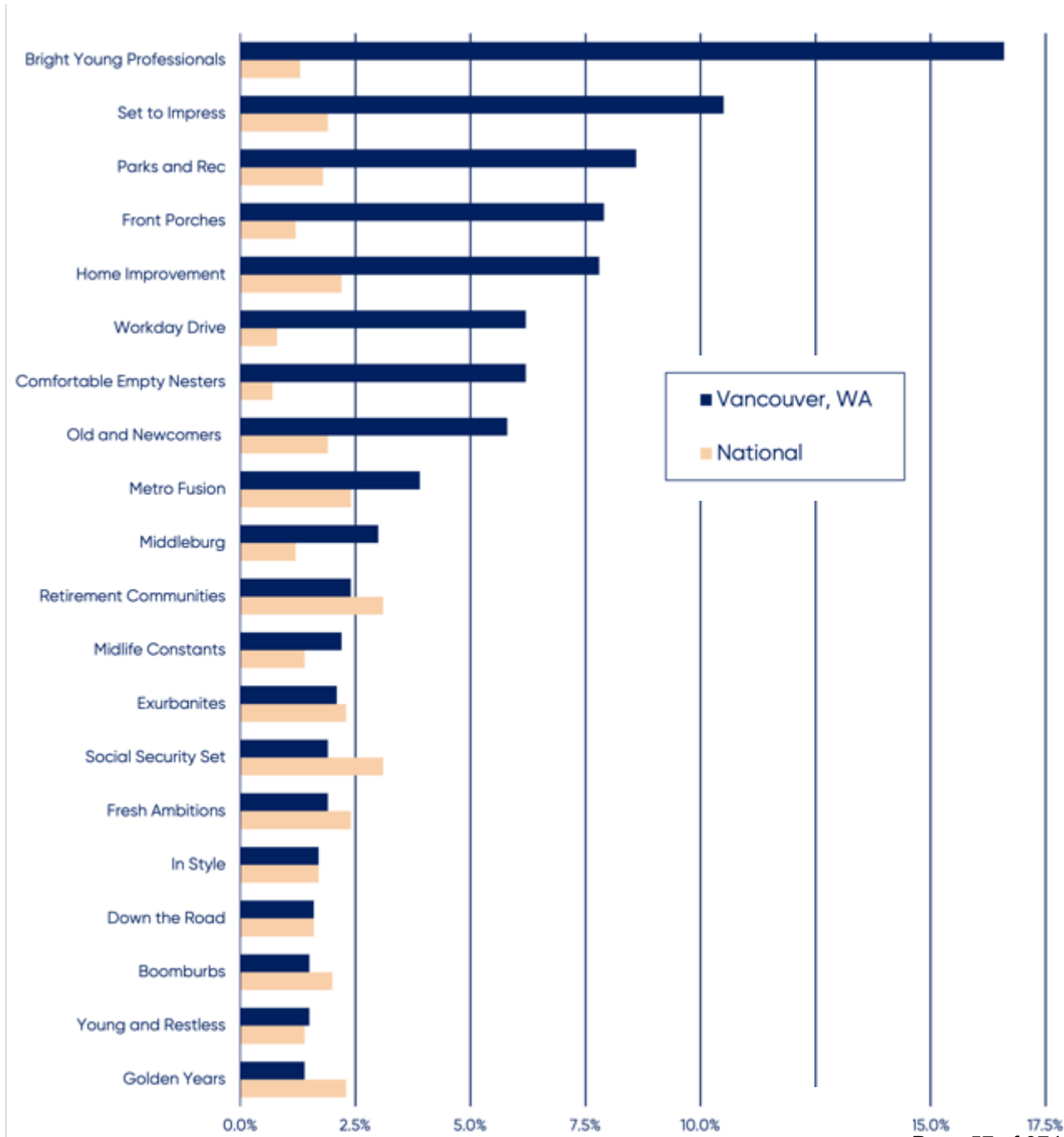
# Market Assessment

## Vancouver Tapestry Segments—2023

The largest segments in the City of Vancouver are shown here. Together, the five biggest segments represent 51% of Vancouver’s total population.

|    | Tapestry Segment           | Percent | Cumulative Percent |
|----|----------------------------|---------|--------------------|
| 1. | Bright Young Professionals | 16.6%   | 16.6%              |
| 2. | Set to Impress             | 10.5%   | 27.1%              |
| 3. | Parks and Rec              | 8.6%    | 35.7%              |
| 4. | Front Porches              | 7.9%    | 43.6%              |
| 5. | Home Improvement           | 7.8%    | 51.4%              |

Notably, only the 5<sup>th</sup> highest segment has a Budget Index for Entertainment & Recreation greater than the average American household.



# Market Assessment

## Segment: Bright Young Professionals

Bright Young Professionals is a large market, primarily located in urban outskirts of large metropolitan areas. These communities are home to young, educated, working professionals. More than one out of three householders are under the age of 35. Slightly more diverse couples dominate this market, with more renters than homeowners. Residents of this segment are physically active and up on the latest technology.

Average household size: 2.41

Median age: 33.0

Median household income: \$54,000

Budget Index for Entertainment & Recreation: 85



Source & photo credit: Esri

# Market Assessment

## Segment: Set to Impress

Set to Impress is depicted by medium to large multiunit apartments with lower than average rents. These apartments are often nestled into neighborhoods with other businesses or single-family housing. Nearly one in three residents is 20 to 34 years old, and a large portion are single-person nonfamily households. Although many residents live alone, they preserve close connections with their family. Many work in food service while they are attending college. This group is always looking for a deal. They are very conscious of their image and seek to bolster their status with the latest fashion. Set to Impress residents are tapped into popular music and the local music scene.

Average household size: 2.12

Median age: 33.9

Median household income: \$32,800

Budget Index for Entertainment & Recreation: 57



Source & photo credit: Esri



# Market Assessment

## Segment: Parks & Rec

These suburbanites have achieved the dream of home-ownership. They have purchased homes that are within their means. Their homes are older—townhomes and duplexes are not uncommon. Many of these families are two-income married couples approaching retirement age; they are comfortable in their jobs and their homes, budget wisely, but do not plan on retiring anytime soon or moving. Neighborhoods are well established, as are the amenities and programs that supported their now independent children through school and college. The appeal of these kid-friendly neighborhoods is now attracting a new generation of young couples.

Average household size: 2.51

Median age: 40.9

Median household income: \$60,000

Budget Index for Entertainment & Recreation: 91



Source & photo credit: Esri and Bicycling

# Market Assessment

## Segment: Front Porches

Front Porches are neighborhoods with blend of household types, with more young families with children and more single households than average. More than half of householders are renters, and many of the homes are older townhomes or duplexes. Friends and family are central to Front Porches residents and help to influence household buying decisions. Households tend to own just one vehicle, but it is used only when needed.

Average household size: 2.57

Median age: 34.9

Median household income: \$43,700

Budget Index for Entertainment & Recreation: 69



Source & photo credit: Esri



# Market Assessment

## Segment: Home Improvement

The fifth largest segment Vancouver is Home Improvement. Married-couple families occupy well over half of these suburban households. Most Home Improvement residences are single-family homes that are owner occupied. Home Improvement residents have education and diversity levels similar to the US as a whole. These families spend a lot of time on the go and therefore tend to eat out regularly. When at home, their weekends are often consumed with home improvement and remodeling projects.

Average Household Size: 2.88

Median Age: 37.7

Median Household income: \$72,100

Budget Index for Entertainment & Recreation: 104

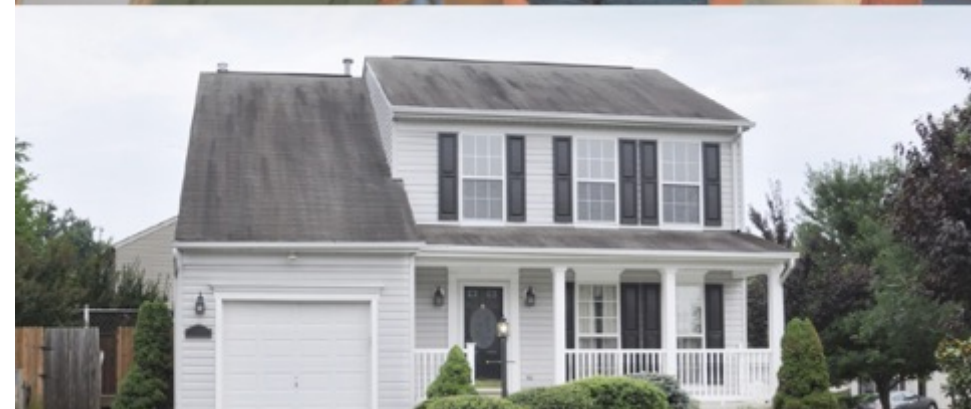


Photo credit and source: Esri

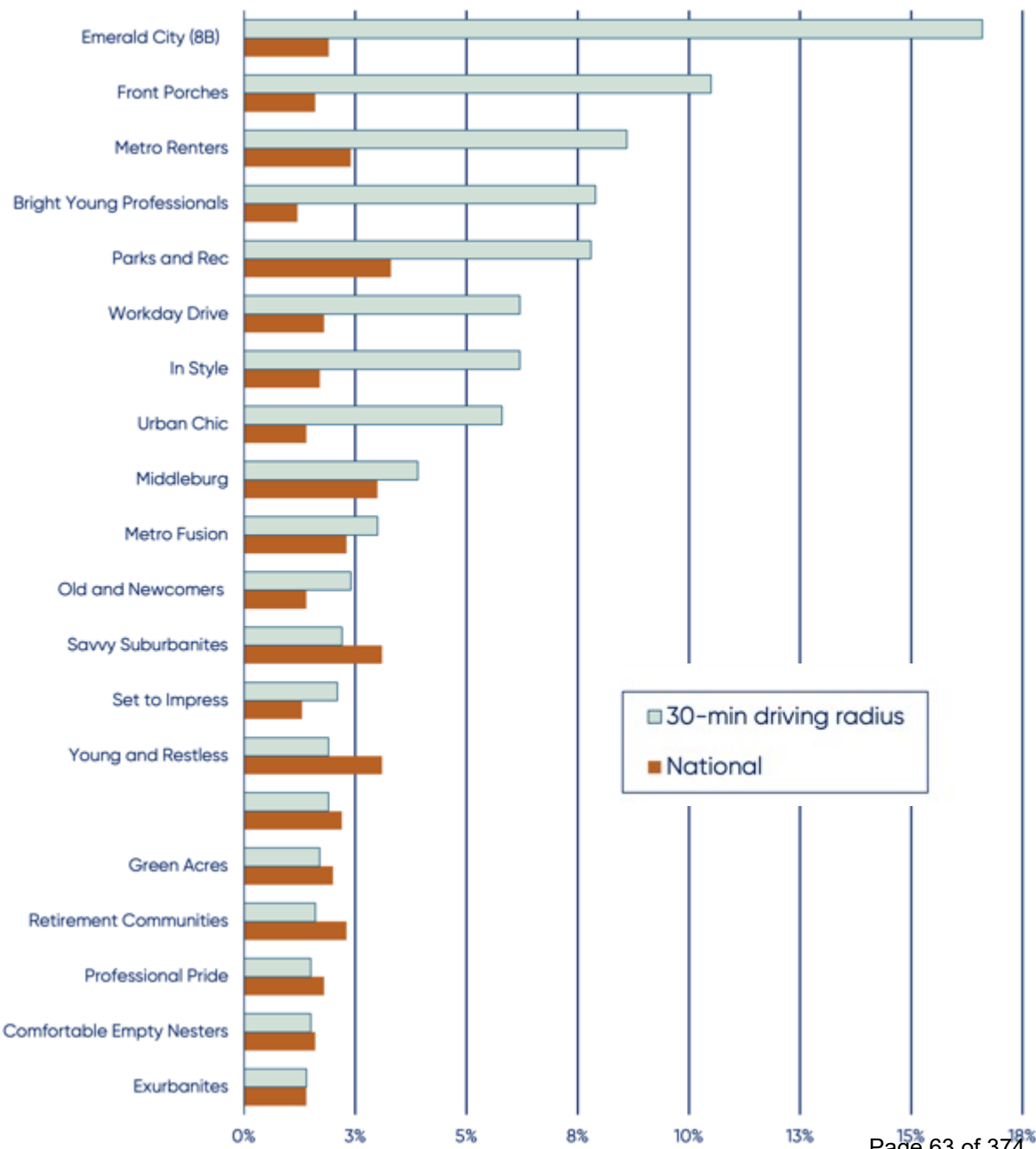
# Market Assessment

## Driving Radius Tapestry Segments—2023

The largest segments in the larger area are shown here. Together, the five biggest segments represent 51% of radius’ total population. The two segments that are not also in the top five for the City (Emerald City and Metro Renters) are described on the next two slides.

|    | Tapestry Segment           | Percent | Cumulative Percent |
|----|----------------------------|---------|--------------------|
| 1. | Emerald City               | 16.6%   | 16.6%              |
| 2. | Front Porches              | 10.5%   | 27.1%              |
| 3. | Metro Renters              | 8.6%    | 35.7%              |
| 4. | Bright Young Professionals | 7.9%    | 43.6%              |
| 5. | Parks and Rec              | 7.8%    | 51.4%              |

For this market area, only the first and third highest segments have a Budget Index for Entertainment & Recreation greater than the average American household.



# Market Assessment

## Segment: Emerald City

Emerald City's residents live in lower-density neighborhoods of urban areas throughout the country. Young and mobile, they are more likely to rent. Half have a college degree and a professional occupation. Incomes close to the US median come primarily from wages, investments, and self-employment. This group is highly connected, using the internet for entertainment and making environmentally friendly purchases. Long hours on the internet are balanced with time at the gym. Many embrace the "foodie" culture and enjoy cooking adventurous meals using local and organic foods. Music and art are major sources of enjoyment. They travel frequently, both abroad and domestically.

Average household size: 2.06

Median age: 37.0

Median household income: \$59,00

Budget Index for Entertainment & Recreation: 101



Source & photo credit: Esri and iStock



# Market Assessment

## Segment: Metro Renters

Residents in this highly mobile and educated market live alone or with a roommate in older apartment buildings and condos located in the urban core of the city. This is one of the fastest-growing segments; the popularity of urban life continues to increase for consumers in their late twenties and thirties. Metro Renters residents income is above the US average, but they spend a large portion of their wages on rent, clothes, and the latest technology. Computers and cell phones are an integral part of everyday life and are used interchangeably for news, entertainment, shopping, and social media. Metro Renters residents live close to their jobs and usually walk or take a taxi to get around the city.

Average household size: 1.67

Median age: 32.5

Median household income: \$67,000

Budget Index for Entertainment & Recreation: 115



Source & photo credit: Esri

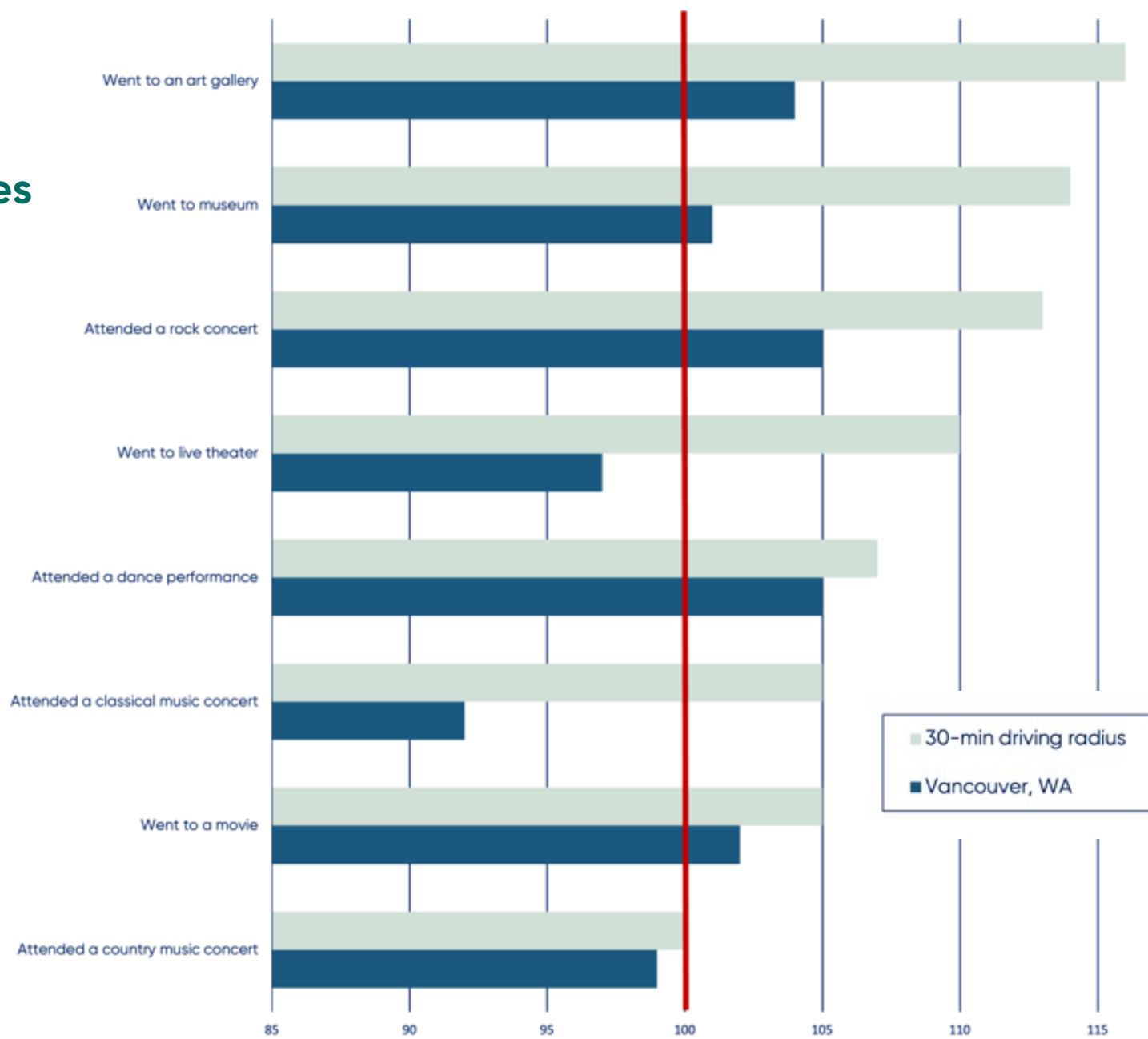
# Market Assessment

## Arts & Culture Market Potential indexes

Esri's Market Potential Indexes shows the propensity in the market area (both the City of Vancouver and the 30-minute drive-time) to attend various types of events. An index of 100 represents the national average.

City audiences are slightly over national averages for gallery, museum, rock concert, dance and movie attendance.

Those within 30-minutes are higher than average for almost all event types. On the performing arts side, rock concerts and live theater have the highest indexes.



Source: Esri

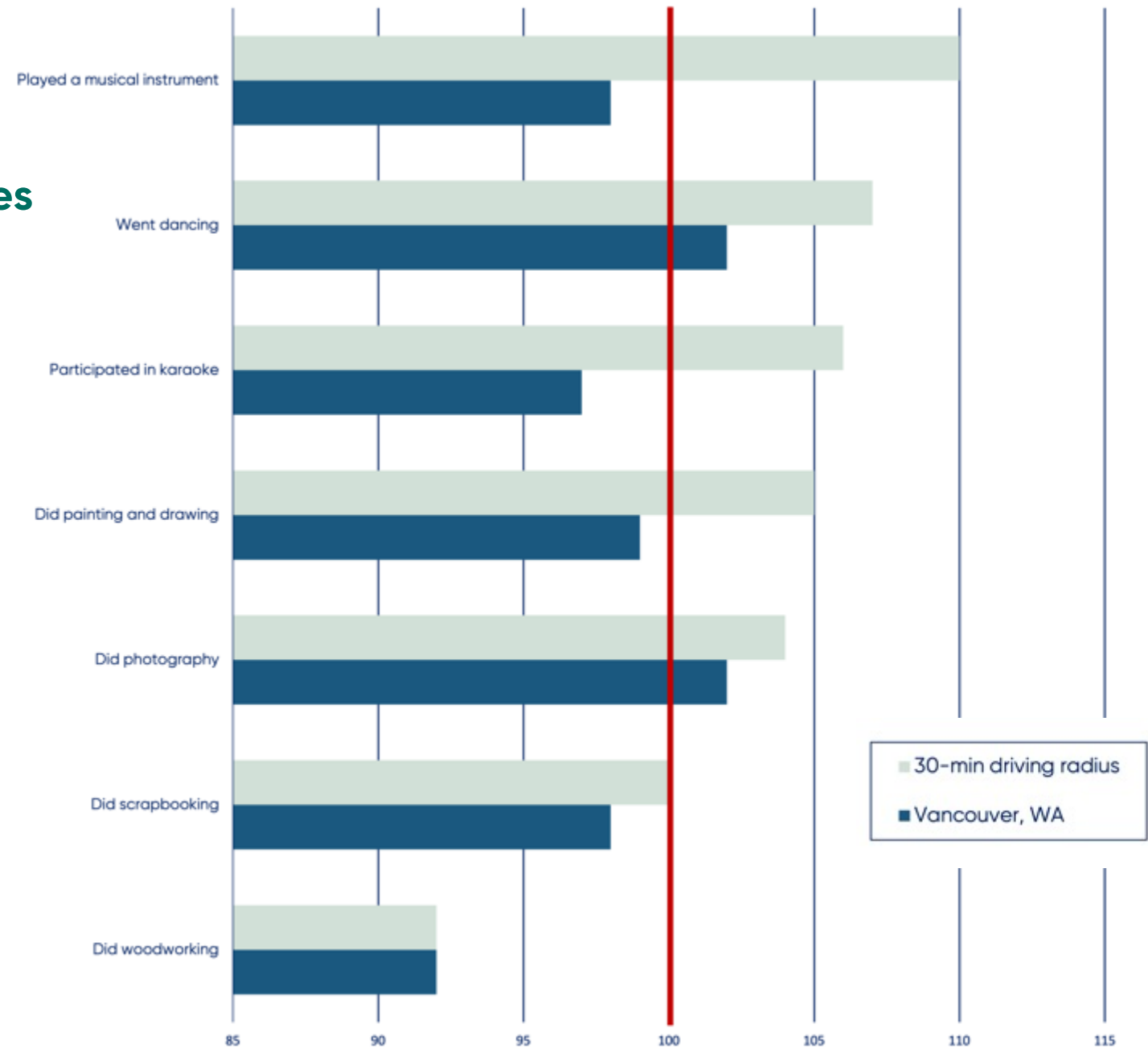
# Market Assessment

## Arts & Culture Market Potential Indexes

Here we show the indices for participation in various types of active arts programs, with the index of 100 again representing the national average.

City residents are only more likely than average to go dancing or do photography.

Those within 30-minutes of downtown are more likely than average to do all but scrapbooking and woodworking.



# Market Assessment

## Regional Arts Vibrancy

We also pulled available data from Esri and the Southern Methodist University's Data Arts project to study the arts and entertainment sector in the wider region.

For this process, we looked at the counties that overlapped with the 30-min driving radius of the City of Vancouver.

Four of those counties are in Oregon and three are in Washington—Clark County, WA; Multnomah County, OR; Washington County, OR; Clackamas County, OR; Cowlitz County, WA; Columbia County, OR; and Skamania County, WA.

Within those seven counties, our market area lies primarily within Clark County, WA and Multnomah County, OR—both of which offer more arts providers than 93% of other counties in the United States.



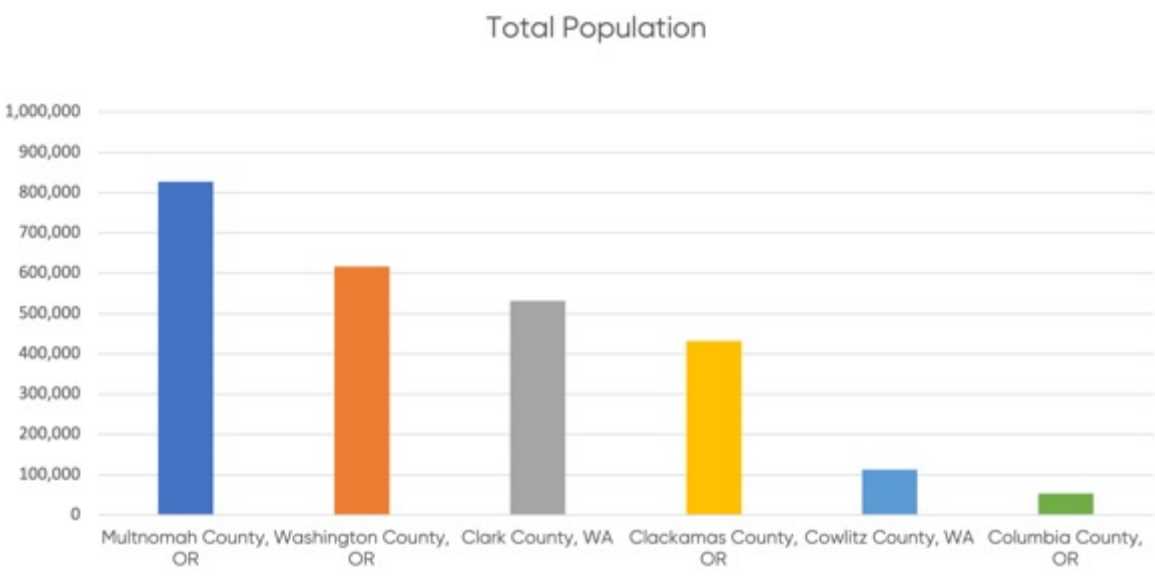
Source: Esri



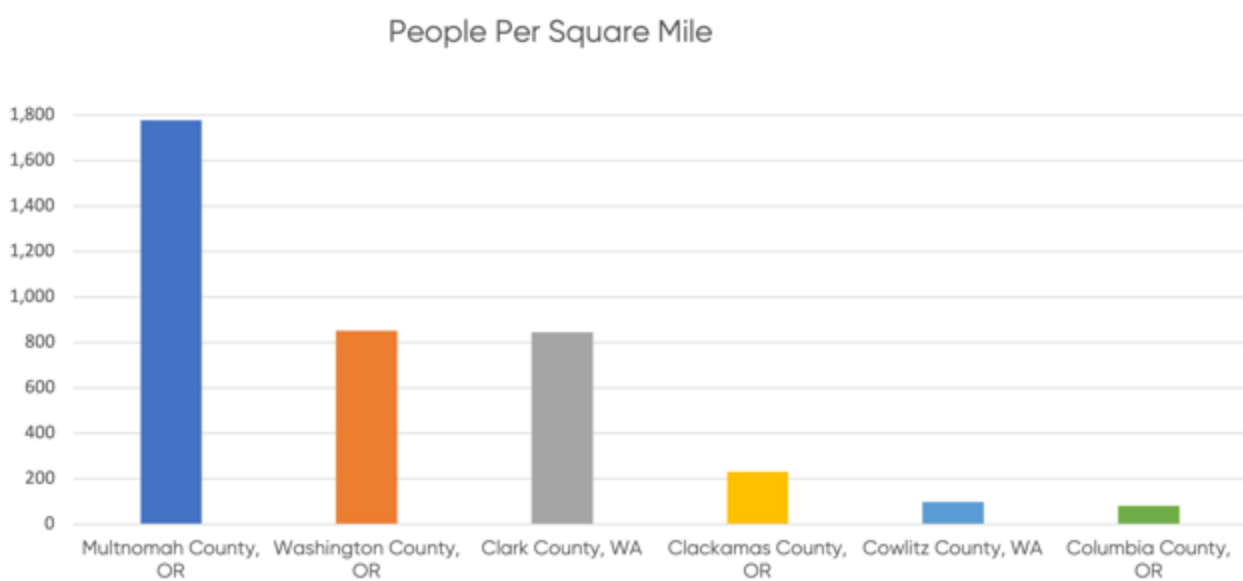
# Market Assessment

## Clark County and its Neighbors

To frame the data available, it is worth noting that Clark County (home to Vancouver), Multnomah County (home to Portland), and Washington County (home to Hillsboro) are significantly more than densely populated than some of their neighbors like Cowlitz County.



Source: Esri



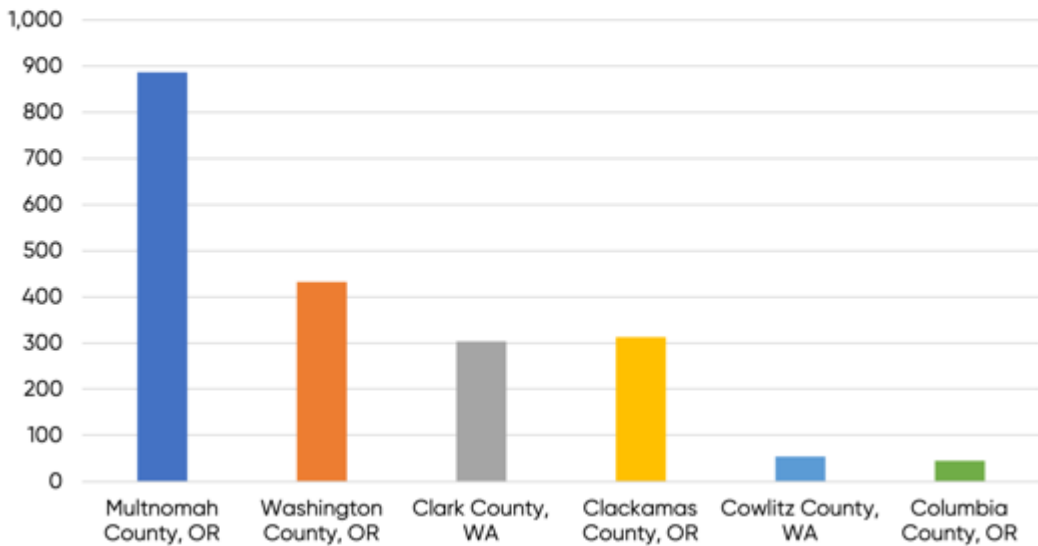
Source: Esri

# Market Assessment

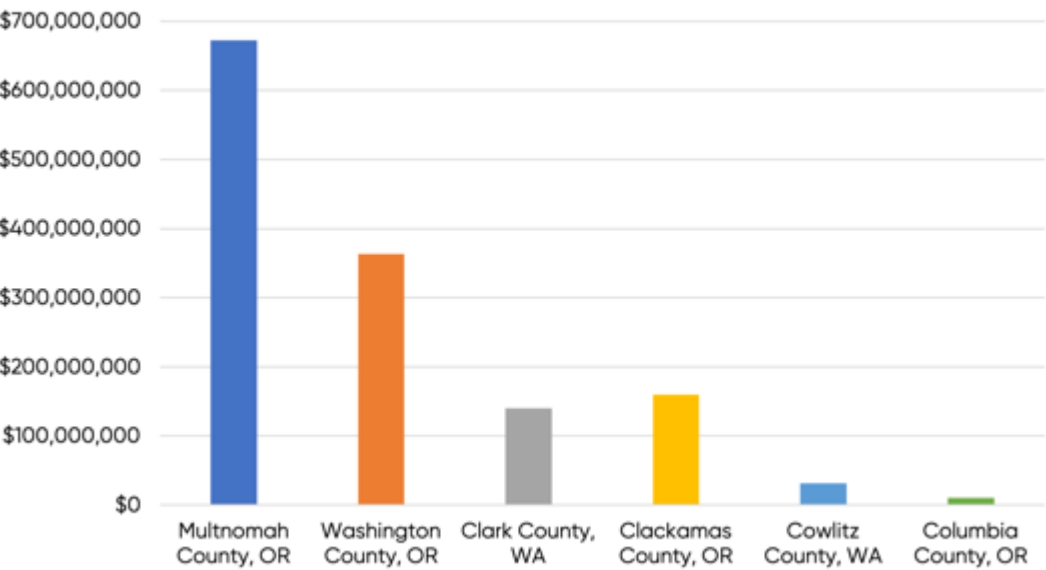
## Regional Arts Economy

Estimates for the number of businesses, employees, and sales for 2023 arts, entertainment, and recreation are not as strong in Clark County as in Multnomah, but it still performs very well compared to areas further out from Portland.

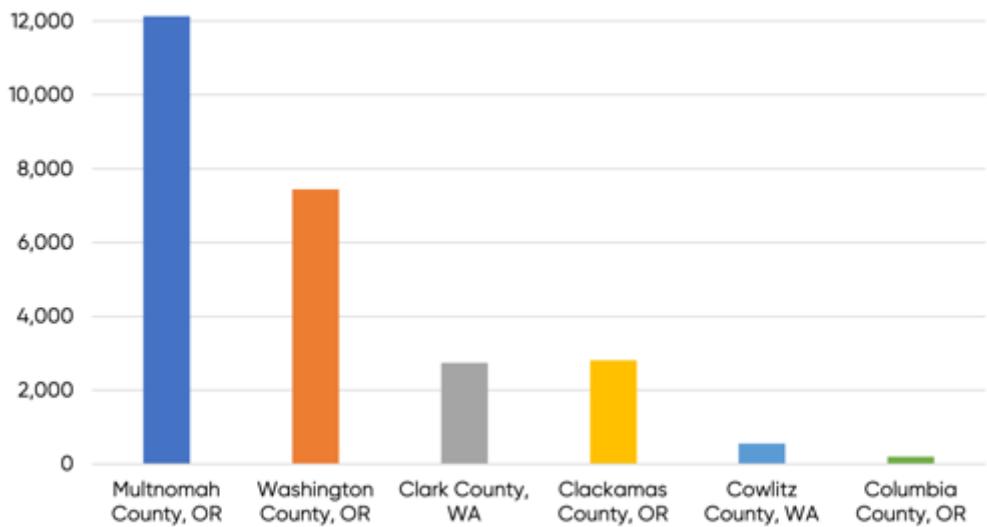
2023 Arts, Entertainment, & Recreation Businesses



2023 Arts, Entertainment, & Recreation Sales



2023 Arts, Entertainment, & Recreation Employees



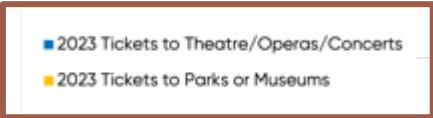
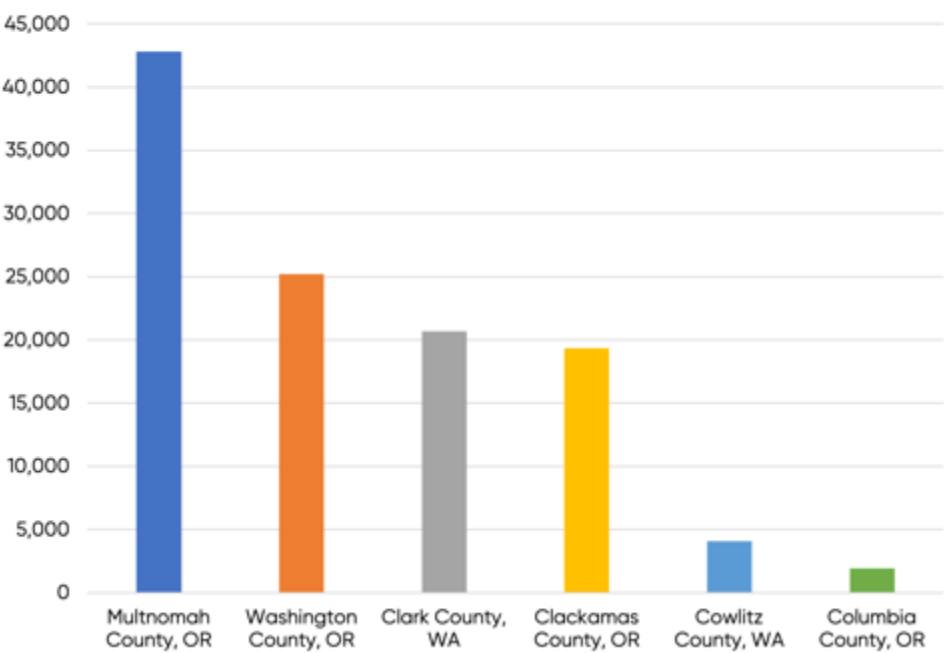
Source: Esri

# Market Assessment

## Regional Arts Attendance and Giving

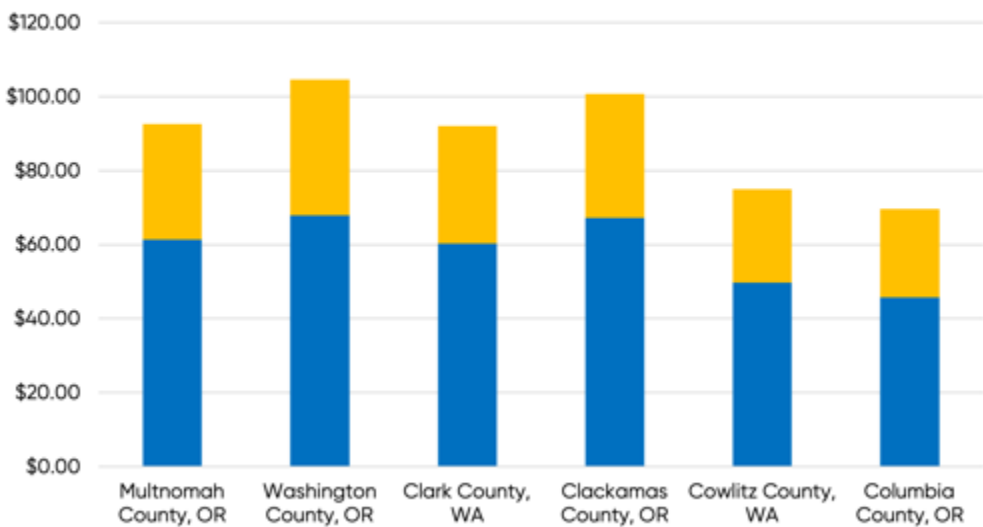
Our research shows Clark County residents have similar average spending per arts attendance as Multnomah County residents (where Portland is). However, Clark residents' total arts attendance spending is much lower than Multnomah and Washington Counties—suggesting less frequent arts attendance overall.

2023 Individuals Who Contributed to Arts or Cultural Organization Last 12 Mo

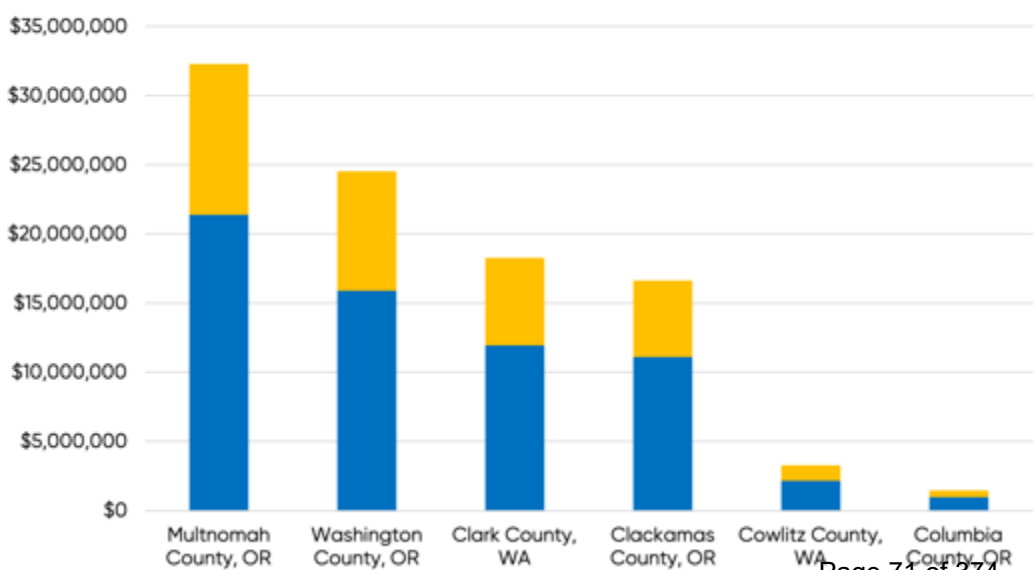


Source: Esri

Arts Attendance: Average Household Spending 2023



Arts Attendance: Total Household Spending 2023



# Market Assessment

## Regional Arts Vibrancy Indicators

South Methodist University's Data Arts initiative provides Arts Vibrancy scores for counties across the US. Each score shows how a county performs relative to other counties on a scale of 0–100. For example, a county scoring 80 would be performing better than 80% of other counties, while a county scoring 15 would be performing worse than 85% of other counties.

- **Arts Provider** metrics are a gauge of supply and include the number of independent artists, arts and culture employees, nonprofit arts and cultural organizations, and arts, culture, and entertainment firms in the community.
- **Arts Dollar** metrics represent a gauge of demand for nonprofit arts and cultural programming, including earned revenue from program activities, contributed revenue supporting the arts, total compensation to artists and staff, and total expenses.
- **Public Support** for arts and culture is determined by government grant activity, captured as the number and dollar amount of state and federal grants and total government grant dollars in the community.

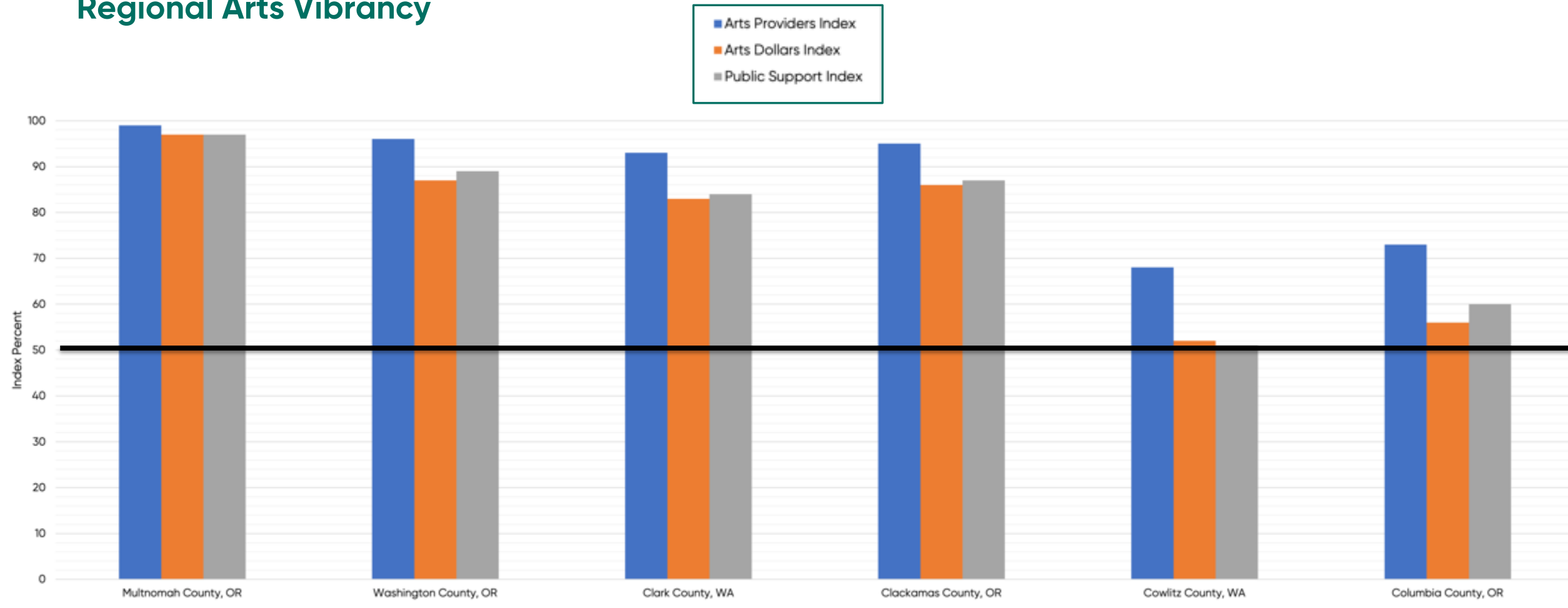
# 87/100

*Clark County averaged a score of 87/100 across all three arts indicators.*



# Market Assessment

## Regional Arts Vibrancy



Source: SMU Data Arts

# 4

## **Existing Local & Regional Facilities**

# Local & Regional Facilities

## Facilities Inventoried

We inventoried performing arts facilities within a 30-minute drive of downtown Vancouver, WA. The total area includes all of Portland and some other area suburbs.

The full list of facilities inventoried is available in a separate PDF as an appendix to this deck.

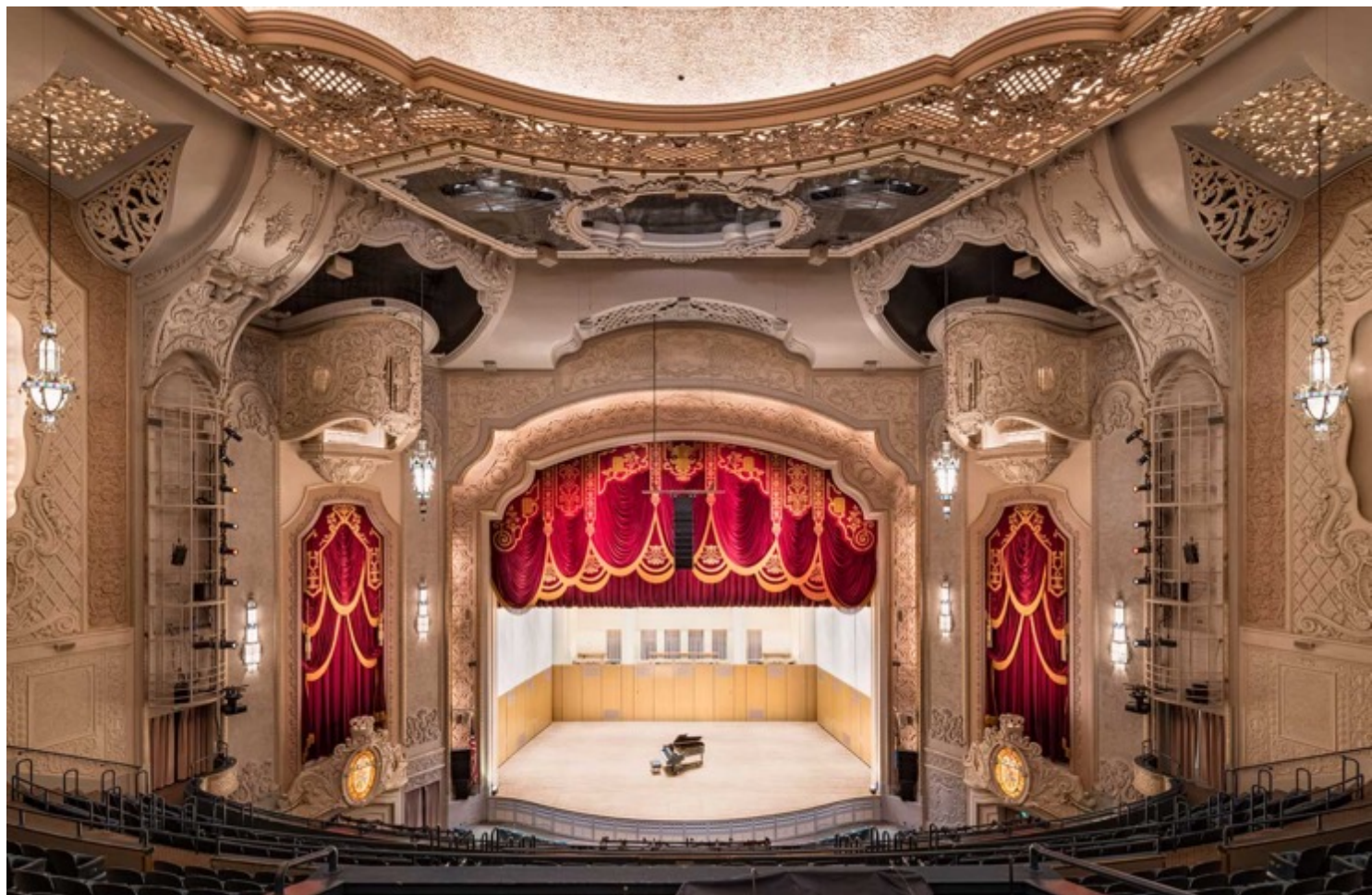


Photo credit: Arlene Schnitzer Concert Hall, Portland, OR, image courtesy of M.A. Mortenson Company



# Local & Regional Facilities

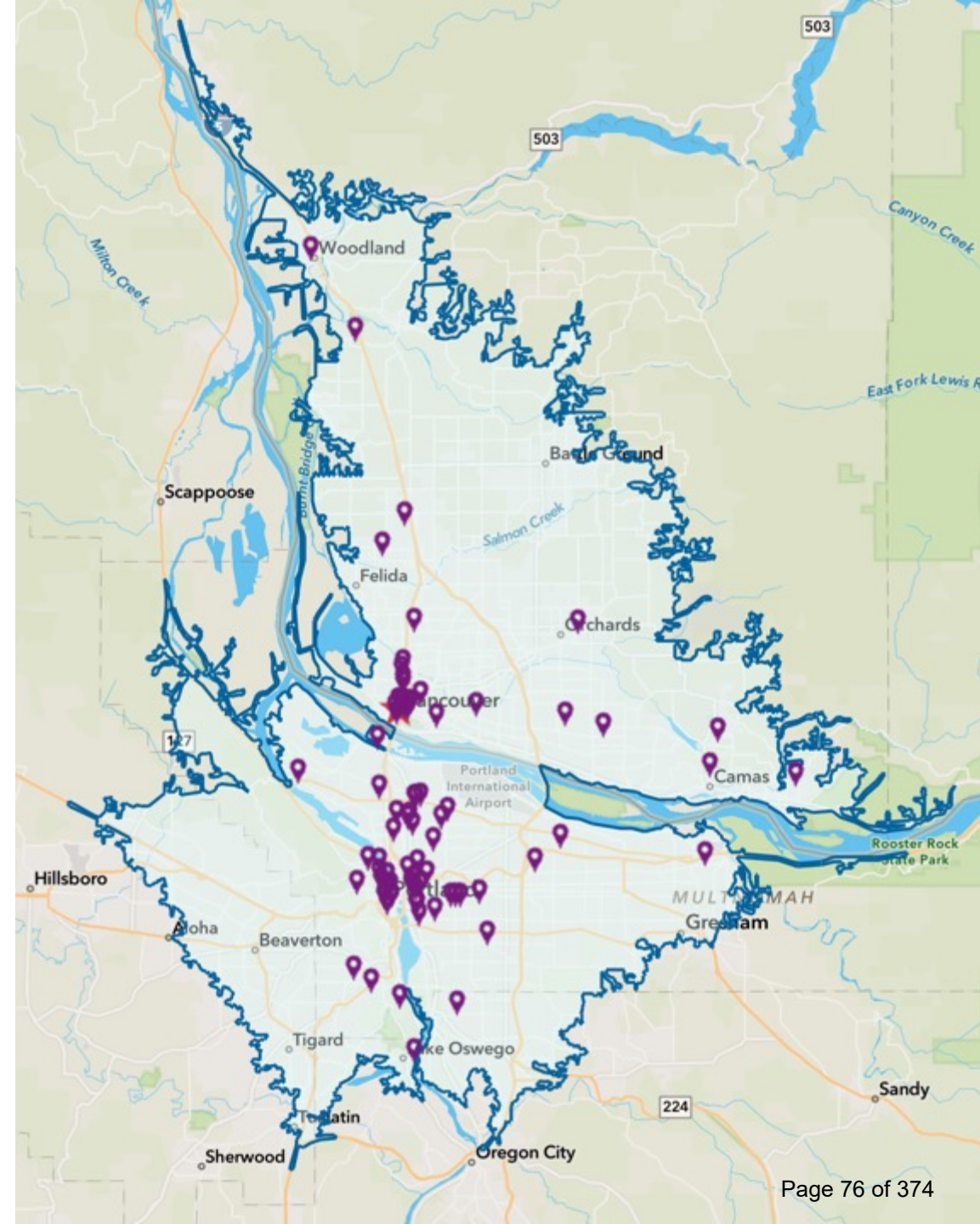
## Map of Performance Facilities

The map on the right shows the performance facilities in our inventory. Each facility location is identified by a tear drop marker.

As expected and visualized by the map, the majority of the facilities within a 30-min driving distance are on the Oregon side of the border.

The following slides provide scatterplot charts of the existing and planned/proposed facilities in the area. Each venue's maximum seating capacity is represented on the horizontal axis (x-axis). Each venue's corresponding quality rating is shown on the vertical axis (y-axis).

The size of the bubble for each facility reflects the number of disciplines that the venue supports.



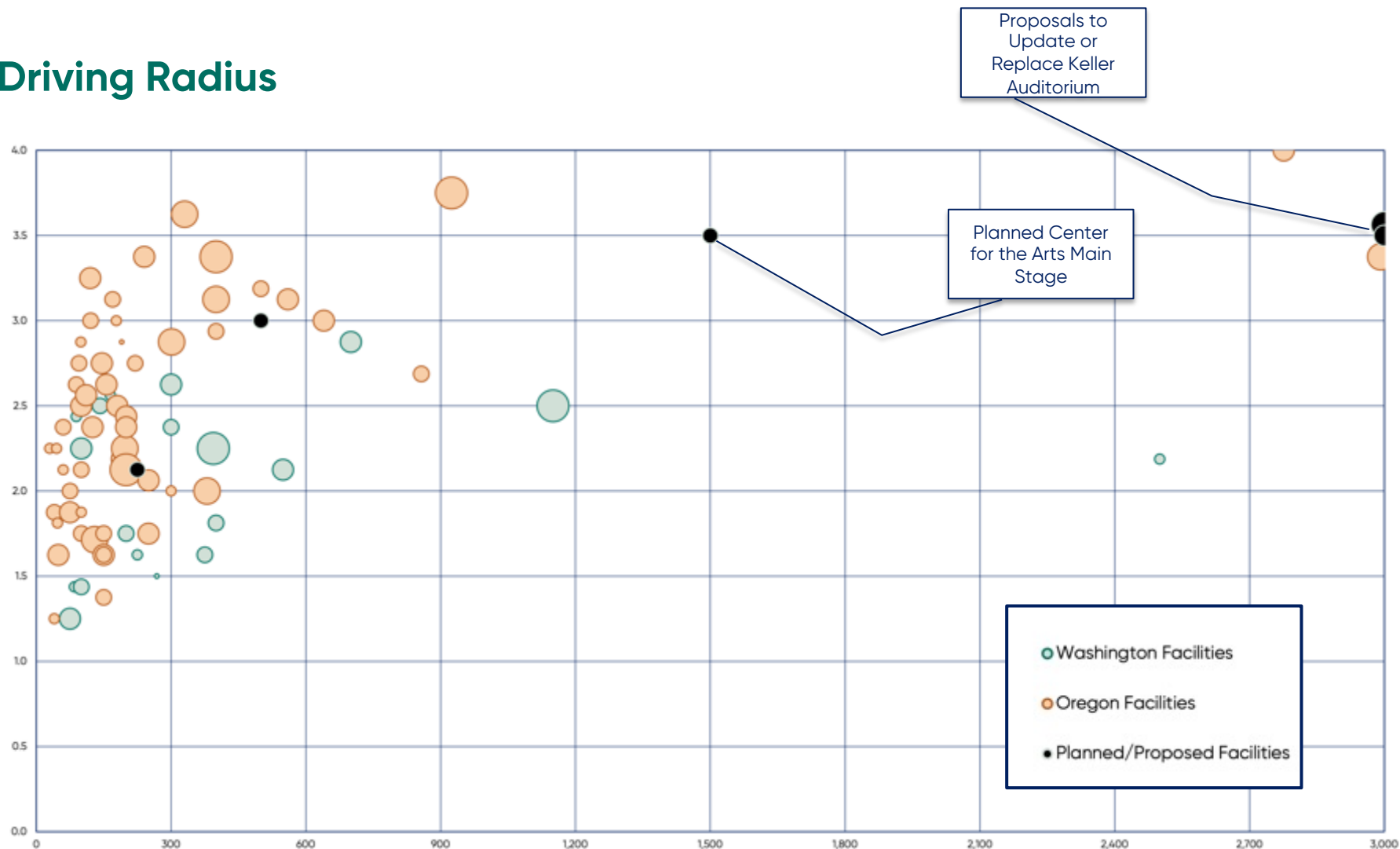
# Local & Regional Facilities

## Indoor Facilities in the Driving Radius

First, let's look at all the indoor facilities in the 30-min driving area with seating capacities up to 3,000.

As shown here, the majority of existing indoor venues have seating capacities under 1,000.

\*\*This chart excludes convention centers.



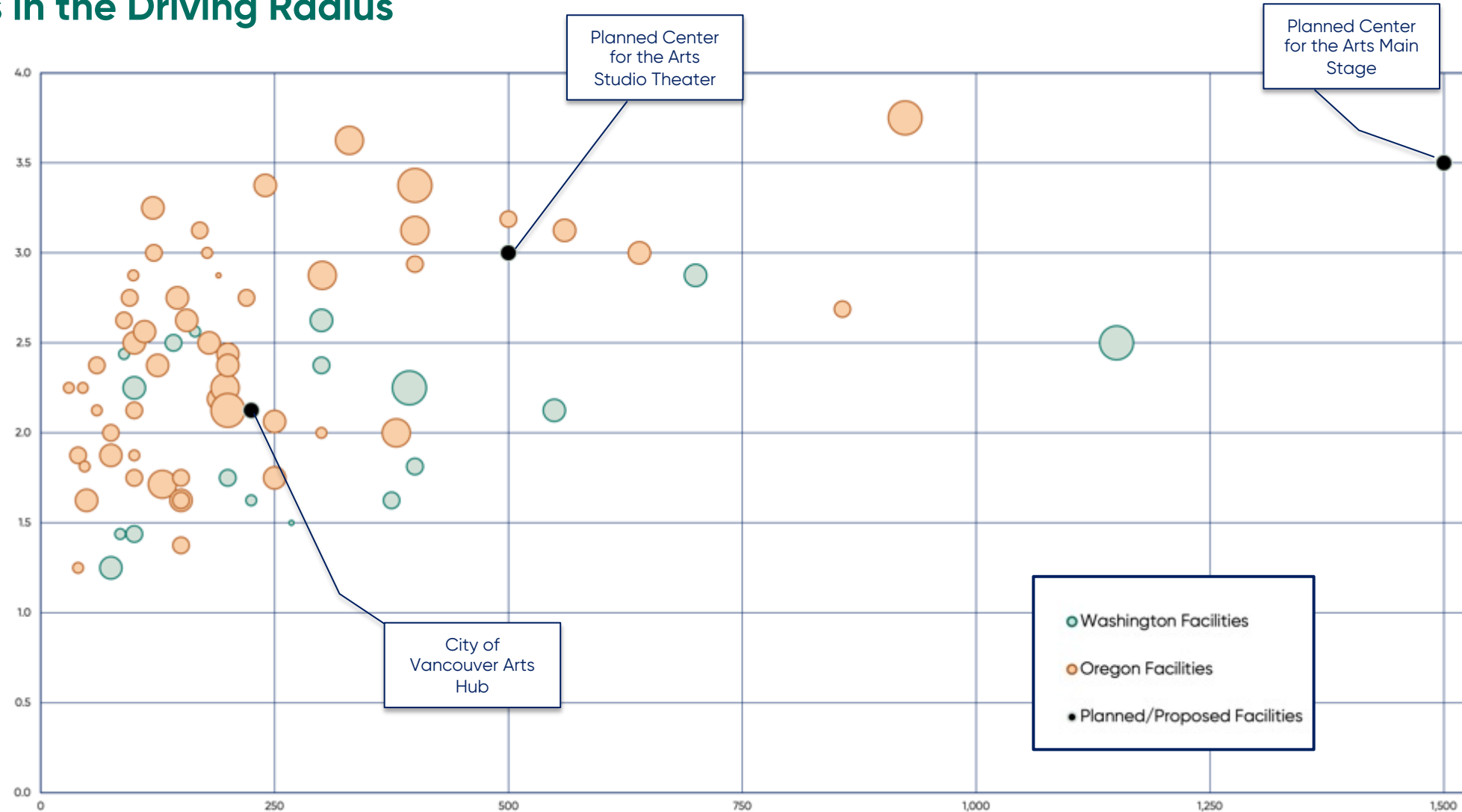


# Local & Regional Facilities

## Indoor Facilities in the Driving Radius

Given that, let's zoom in on just those venues with seating capacities of 1,500 or less.

Notice that even when focusing on venues with capacities under 750, the majority of the venues are based in Oregon.

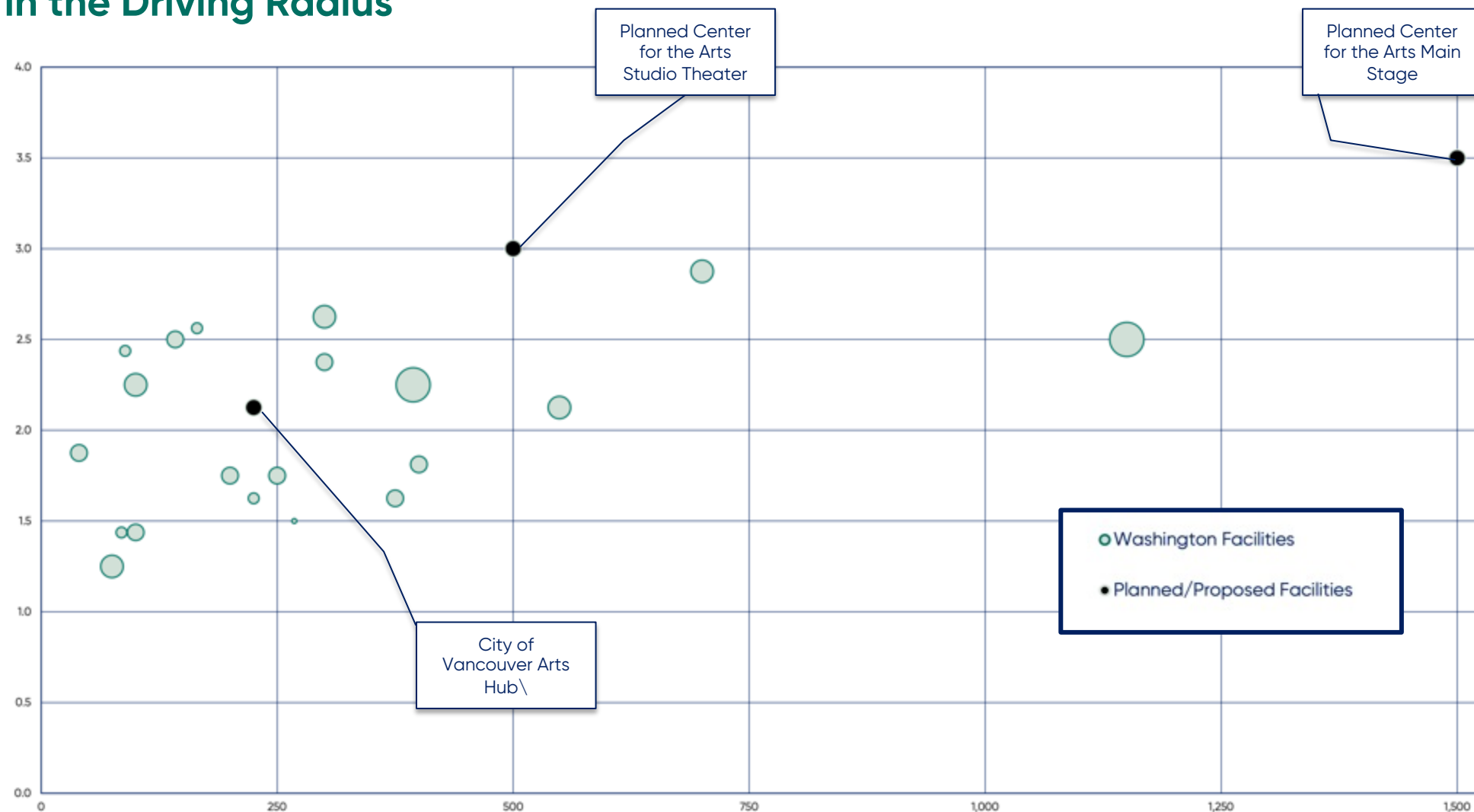


# Local & Regional Facilities

## Indoor Facilities in the Driving Radius

Next, let's look at just those facilities in Southwest Washington with capacities of 1,500 or less.

Within Washington only, the existing facilities show a lower quality rating.



# Local & Regional Facilities

## Key Local Project: the Arts Hub

Vancouver's old library building has been repurposed as an arts center, currently as a DIY project intended to be a proof of concept pending investment by the City of Vancouver.

The building is 50,000-sqft over two floors, with low-cost improvements creating studios, rehearsal spaces, homes for local arts groups and classrooms.

One space in the building could become a functional and flexible performance space for local groups. The capacity is estimated in the range of 200–250 seats. Physical constraints will likely limit the upside for this space, but there is confidence that it could be a serviceable and affordable venue for local and other emerging groups.

The City of Vancouver is considering funding the improvement of spaces in the building over the coming year.



# Local & Regional Facilities

## Key Regional Project: Keller Auditorium Replacement

Portland's Keller Auditorium is in bad shape and discussions are ongoing as to whether it should be renovated or replaced. There are currently three options being reviewed:

1. A phased renovation of the hall that would disrupt operations for a period of years.
2. A new 3,000 seat hall in a mall area in East Portland.
3. A new 3,000 seat hall on the Portland State University campus, potentially also adding a 1,200-seat concert hall

Each of these options has advocates and detractors, and there is the possibility that continued debate will delay the project for years to come. Or it could be that the City of Portland and other partners finally reach a decision and proceed with the project. In either case, it will be important for Vancouver leadership to monitor the progress of this project.





# Local & Regional Facilities

## Facility Inventory Takeaways

- For the overall market area, the shortage is less about of the number of facilities, and more about the limited number of high quality affordable and accessible spaces.
- There is a regional gap for a mid-size hall, subject to the resolution of the Keller Auditorium plan, and particularly if PSU decides not to include a 1,200-seat hall in its project.
- For Vancouver specifically, we see the Arts Hub project as filling an important gap, potentially providing affordable access to reasonable facilities that will support their performance and educational needs.
- With that gap filled, we can then focus on the development of a slightly larger and more professionally-oriented venue as a logical next step for the community.

# 5

## Facility Uses & Users

# Facility Uses and Users

## Interviews with Local Organizations

A set of local organizations participated in the interview process. Following are observations from some of those groups:

- Vancouver Ballet Folklórico is a rapidly growing performance and teaching group connected to the small but growing Hispanic community in Vancouver. They are now in the Arts Hub project but would seek access to a larger (500+ seat) venue up to 10 days a year
- ARTSTRA is an important local group that support local arts and artists with studio tours, public arts and other efforts to bring the arts to more Vancouver residents. They are supportive of new community-serving facilities
- The Portland Ballet could come to Vancouver to use new performance facilities with a capacity range of 500-1,000 seats. However, their short-term priority is building a new 40,000 home with a set of studios and support spaces. They could be open to locating that facility in Vancouver, but a key consideration will be easy access for students and their parents.

# Facility Uses and Users

## Interviews with Local Organizations

- Groups we spoke with didn't need big venues, but they did need **more affordable quality** venues.
- These groups would like a **one stop shop** where they could rehearse, audition, conduct educational programs, and perform for an affordable price—essentially many of the **smaller groups would like a place to call home**.
- Unfortunately, these groups do not have a budget to self-sustain such a space at this time. They'd love to use such a space if the City of Vancouver provided one.



# Facility Uses and Users

## Summary of Local Organization Demand

In addition to conducting interviews, we also distributed an online survey to a number of Vancouver based performing arts groups. Among the eleven of local groups we interviewed and/or surveyed about demand for performing arts facilities in Vancouver, we learned that:

- The **median desired venue capacity was 350**, with ideal capacities ranging from **100 to 800**
- The **desired days of use per year ranged from zero to 224**, with a total demand for 505 days from all the groups, or an average of 45 days per group.
- The key themes we heard about were:
  - **Affordability** – the strongest need expressed was for more affordable, less costly rental spaces
  - **One-stop-shop** – a number of groups expressed a desire for a facility where they could call home, where they could do all their programs, rehearsals, and performances in one site
  - **Education** – many of the Vancouver-based groups we found had a strong focus on educational programs and a desire for spaces for students to perform





# 6

## **Aligning with City Goals**

# Aligning with City Goals

## Vancouver City Center Vision and Subarea Plan – 2007

Staff, consultants and a citizen resource team developed a plan for downtown Vancouver based on the following vision:

“Many of the components of a successful city center are already in place in Vancouver, such as the Esther Short Park and the ring of new buildings around it. The vision that is articulated in this plan is to cultivate a diversity of new uses that will complement those that exist, and, at the same time, serve the resident, working and visiting populations in and adjoining the city center.”

And these principles:

- Promote residential development including affordable housing as key to a vital and attractive city center.
- Create and support “messy vitality”, a dynamic and rich mix of residential, cultural, civic, retail and entertainment places that will attract growth, jobs and round-the-clock activity in the VCCV area.
- Improve the Main Street Corridor (between Broadway and Washington Street) as a central spine of diverse and complementary uses that establish downtown as a regional center for commerce, culture and urban living.
- Support the Vision with strategic investments in public infrastructure – especially transportation.

Progress to date...



# Aligning with City Goals

## City of Vancouver Culture, Arts & Heritage Plan - 2018

Built on the vision and values contained in the City's last Strategic Plan for a vibrant, safe, welcoming and prosperous Vancouver. A survey at that time affirmed residence desire to be more than a bedroom community, one with robust, cultural experiences, and opportunities to spend leisure time locally.

The three key themes surrounding the plan are:

1. Culture arts, and Heritage integral part of Vancouver identity
2. There is excitement surrounding the assets that currently exist in the potential for what could be created in the future
3. Needs include resources and space, but also structure leadership and shared goals

Plan elements include building cultural capacity, leveraging a downtown arts district, and adding cultural space.

Cultural space recommendations include more space for performance, rehearsal and classes. Various public sector funding options were identified, including an admissions tax, the State Cultural Access program or a lodging tax.

# Aligning with City Goals

## City of Vancouver Leadership Goals

City of Vancouver leadership believe that there is a clear and strong vision for the future of Vancouver as a national class urban waterfront city. The goal is to develop a mosaic of dense urban centers anchored by downtown. The City is currently working on a new comprehensive plan based on these principles.

Critical to that vision is the importance of offering unique cultural experiences that fuel connections to place. To do so, leadership recognizes the importance of investing in facilities and other elements within the cultural ecosystem. And that those facilities should be targeted first to local artists and organizations able to express creativity and heritage that comes from the community itself.

For groups like Visit Vancouver and hotel owner/operators, new facilities that are part of the waterfront development are attractive as a new amenity for day-trippers and destination visitors, building vibrancy and keeping the downtown lights on.



Photo credit: Vancouver, WA courtesy of the Washington State Tourism Office

# 7

# Conclusions & Recommendations

# Conclusions

## The Research Leads to the Following Conclusions

1. There is a potential audience for new facilities, both locally and regionally. Vancouver itself is growing and changing, with higher levels of educational attainment and growing diversity. And there are higher levels of likely participation in a range of passive and active arts programs.
2. There is demand for performance spaces on the part of a number of local arts organizations. With the exception of the Symphony, most are interested in smaller spaces. Affordability will be a key issue for local groups, as will the presence of spaces to support educational programs.
3. There are gaps in the local and regional facility inventory. There is the need for smaller spaces that can support emerging local arts groups, slightly larger and better spaces that can support a combination of local and touring programs, and a regional gap for a mid–size hall (1,200 to 1,500 seats).
4. Finally, new arts facilities have been recognized as a critical building block for the City pursuing its ambition to become a national waterfront city. Critical to that effort is creating spaces that support unique cultural experiences that fuel connections to place – thus scale is less important than supporting events and programs that come from the community and offer a unique experience relevant to Vancouver residents.

# Recommendations

## The Case for Community Arts Facilities

1. First of all, we would endorse the Arts Hub project as a cost-effective and already beneficial set of spaces that support local arts and arts organizations. We would encourage investment by the City in a small, flexible performance and rehearsal space within that project that supports the needs (and limited financial resources) of local emerging groups.
2. Then, we would recommend the development of a somewhat larger (400 to 600 seat) multipurpose performance space that can be used by a set of local arts organizations and also to attract touring arts and entertainment programs. Ideally this facility is located in downtown Vancouver so as to support the City's goals for downtown vibrancy and the further development of an arts and entertainment district that attracts regional residents and visitors.
3. Finally, we would endorse the general idea that the large hall contemplated by the Southwest Washington Arts Center could fill a regional gap, depending on the resolution of the Keller Auditorium plans and the potential development of a hall by PSU. Having said that, we would encourage the City to first proceed with the smaller halls that are more responsive to community needs and more likely to deliver unique cultural experiences that fuel connections to place.



# Recommendations

## Comparable Project: The Reser Center for the Arts, Beaverton OR

Many of our interviewees referred to the Reser as a good precedent and model for what might be developed in Vancouver. It is a 43,000 sf venue that includes a 550-seat multipurpose theater, two secondary spaces (1,700 sf and 600sf) for rehearsals, classes, meeting and events, and an outdoor plaza.

The project was initiated by the City but eventually spun out into a 501c3 which raised the last \$11M of the \$52 million total cost and then become the operator of the venue.

The Reser has a \$4.3 million operating budget this year, with approximately \$1.6 million coming directly from the City of Beaverton. The Reser Family Foundation is also an important supporter of ongoing operations.

Reser management believe that Portland audiences are willing to make the nine mile trip to downtown Beaverton given the quality of the space, the quality of the programming and a location that is safe and accessible.

The Reser strives to deliver diverse programming. They host 20-30 presented events a year and also accommodate rentals to local and Portland-based performing arts groups. Notably, they have an arrangement with various nonprofits that sets rent based on the total number of seats sold.



# Comparable National Facilities

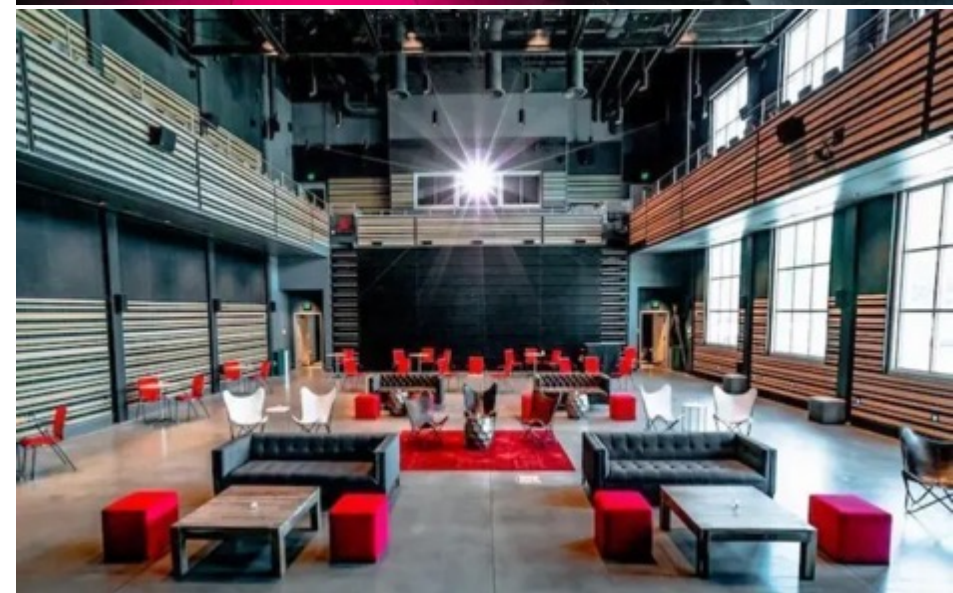
## Key Comparable Project: Argyros Performing Arts Center

Ketchum City, ID

|                     |              |
|---------------------|--------------|
| Main Hall Capacity: | 460          |
| Square Footage:     | 25,000       |
| Secondary Spaces:   | Studio       |
| Project Cost:       | \$15M (2018) |

The Argyros is a multi-faceted performance arts space, with local orchestra, rock, comedy, and dance companies presented as well as self-produced series of international visiting artists. Regular film programming includes the annual Sun Valley Film Festival.

A flexible seating system that allows the floor to convert flat allows for a variety of uses. Rental activity includes a range of private events, fundraisers for the local community, as well as screenings and hosting of partner events.





# Comparable National Facilities

## Key Comparable Project: Federal Way Performing Arts Center

Federal Way, WA, suburban Seattle

|                     |                      |
|---------------------|----------------------|
| Main Hall Capacity: | 716                  |
| Square Footage:     | 44,000               |
| Secondary Spaces:   | Flexible event space |
| Project Cost:       | \$20M (2017)         |

Resident performing organizations include the Federal Way Chorale, Federal Way Symphony, Federal Way Youth Symphony, and Arts 4 youth. Touring productions include music, tribute performances, and comedy as well as frequent special film events.

Up to six educational performances per year for school groups are produced by Arts 4 Youth and the Center is the rehearsal and performance home of the Federal Way Youth Symphony.

The facility is owned and operated by the City of Federal Way and is subsidized by the Arts Foundation Federal Way, which received over \$300,000 in contributions in 2023.



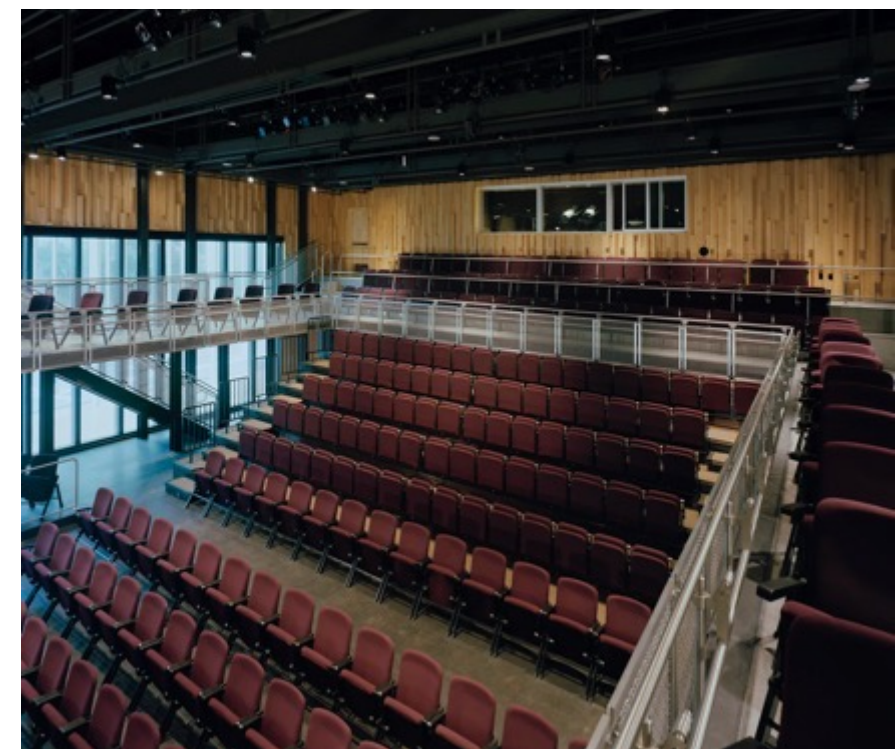
# Comparable National Facilities

## Key Comparable Project: Acadiana Center for the Arts

Lafayette, LA

|                     |                    |
|---------------------|--------------------|
| Main Hall Capacity: | 300                |
| Square Footage:     | 27,000             |
| Secondary Spaces:   | Studio, board room |
| Project Cost:       | \$22M (2010)       |

The Acadiana Center for the Arts had a nearly \$2M operating budget in 2023 despite the modest seating capacity of their main hall. The telescopic seating risers, a seating pit, and an adjustable stage allow the room to convert from flat floor to proscenium, thrust and in-the-round configurations. The convertible main space supports arts in education programs for children and teens as well as three local music presenting series, theater and dance, and a chamber music series in partnership with Acadiana Symphony Orchestra. On average, ACA serves over 300,000 people annually and has revitalized downtown Lafayette.





# Comparable National Facilities

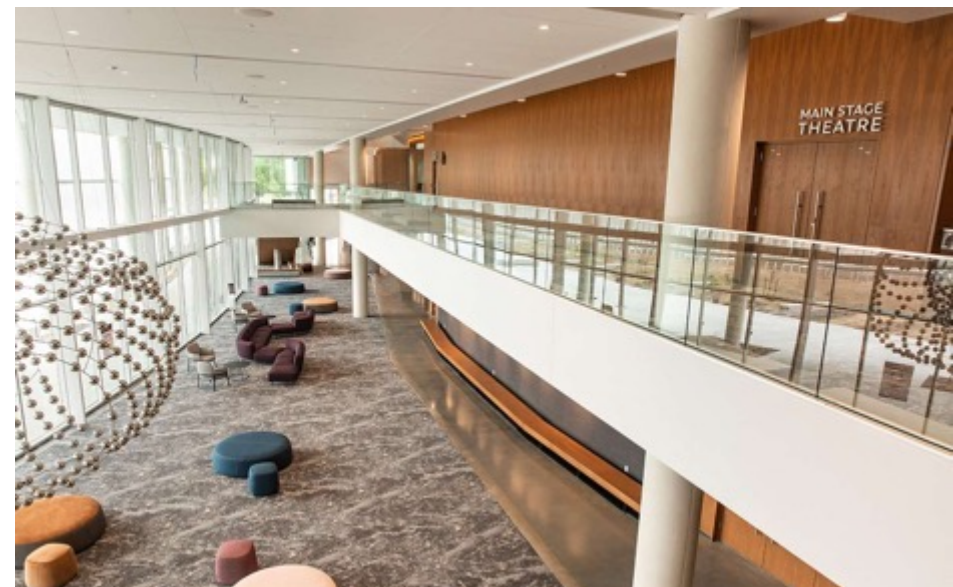
## Key Comparable Project: Mid-Valley Performing Arts Center

Taylorsville, UT (suburban Salt Lake City)

|                     |                    |
|---------------------|--------------------|
| Main Hall Capacity: | 439                |
| Square Footage:     | 70,000             |
| Secondary Spaces:   | 200-seat black-box |
| Project Cost:       | \$39M (2021)       |

Mid-Valley Performing Arts Center is part of a portfolio of five performing arts facilities owned and operated by Salt Lake County Arts & Culture. The county presents a high-quality music series in the venue and co-produces events with local arts organizations in music, opera, and dance.

Salt Lake County's 2020 Arts Master Plan provides for continued investment in the county's facilities through a new cultural facility support program to prioritize funding for cultural facility renovations across the county.





# Recommendations

## Project Scale and Cost

Appended to this report is a pdf that details the size, components, programming, staff and operating budgets for a set of ten facilities having a main space capacity in the 400-700 seat range. Note the following:

- Virtually all of these spaces have at least one secondary space, ranging from a second performance space to a rehearsal hall of a meeting room.
- Many of the venues are government owned but operated by an independent nonprofit
- Virtually all of the spaces are animated with a combination of presented live and film events, educational programs and rentals to local nonprofits.
- Staff size can vary considerable from venue to venue depending on programming mix. Operating budgets also vary widely in terms of size and the portion supported by earned revenue as opposed to contributed income.
- Also notable is the escalation of capital costs for the projects recently openly.

# Recommendations

## Project Priorities

We would stress the following aspects and attributes of recommended facilities.

1. Main level flexibility, with systems that allow for easy and inexpensive changeovers from theater-style to cabaret to flat-floor and other configurations.
2. Strong food and beverage options and opportunities to enhance the audience experience and drive the meeting and event business.
3. One secondary space only, a multipurpose room with some tech that can match the main space stage size, accommodate rehearsals and be rented for meetings and events.
4. An operator with significant programming and marketing skills and resources to support both presenting and rental clients.



# Next Steps

## How to Proceed

What's missing from our analysis?

What information should be delivered to Council in advance of August 26 presentation?

Next round of physical planning

Business planning

Fundraising using this report, a physical plan (including capital budget) and business plan (including operating pro-forma).



## Appendix A: Facilities Inventory

| Venue Name                                                    | City      | Operator Type | Capacity | Status           | Disciplines | Rating |
|---------------------------------------------------------------|-----------|---------------|----------|------------------|-------------|--------|
| 21ten Theatre (prev. Shoebox)                                 | Portland  | Nonprofit     | 40       | Active           | 2           | 1.25   |
| Aladdin Theater                                               | Portland  | Commercial    | 640      | Active           | 4           | 3.00   |
| Alberta Abbey                                                 | Portland  | Nonprofit     | 380      | Active           | 5           | 2.00   |
| Alberta Rose Theatre                                          | Portland  | Commercial    | 400      | Active           | 6           | 3.38   |
| Antoinette Hatfield Hall - Brunish Theatre                    | Portland  | Government    | 146      | Active           | 4           | 2.75   |
| Antoinette Hatfield Hall - Dolores Winningstad Theatre        | Portland  | Government    | 330      | Active           | 5           | 3.63   |
| Antoinette Hatfield Hall - Newmark Theatre                    | Portland  | Government    | 924      | Active           | 6           | 3.75   |
| Arlene Schnitzer Concert Hall                                 | Portland  | Government    | 2776     | Active           | 4           | 4.00   |
| Artists Repertory Theatre (ART) - Studio Theatre              | Portland  | Nonprofit     | 99       | Under Renovation | 2           | 2.88   |
| Artists Repertory Theatre (ART) - Main Stage                  | Portland  | Nonprofit     | 178      | Under Renovation | 2           | 3.00   |
| Burlingame Water Tower Dance Hall (Capitol Hill Dance Center) | Portland  | Nonprofit     | 100      | Active           | 3           | 1.75   |
| Camas High School - Camas Theatre                             | Camas     | Nonprofit     | 375      | Active           | 3           | 1.63   |
| Camas High School - Theater Extension                         | Camas     | Nonprofit     | 225      | Active           | 2           | 1.63   |
| Cathedral Park Ampitheater                                    | Portland  | Government    | 500      | Active           | 4           | 1.50   |
| Center for the Arts SW Washington - Studio Theatre            | Vancouver | Nonprofit     | 500      | Planned          | 3           | 2.63   |
| Center for the Arts SW Washington - Main Stage                | Vancouver | Nonprofit     | 1500     | Planned          | 3           | 3.50   |
| Chapel Theatre - Main Theatre Space                           | Milwaukie | Commercial    | 99       | Active           | 4           | 2.25   |
| Clark College - Foster Auditorium                             | Vancouver | School        | 250      | Active           | 3           | 1.75   |
| Clark College - Decker Theatre                                | Vancouver | School        | 165      | Active           | 2           | 2.56   |
| Clark College - Gaiser Auditorium                             | Vancouver | School        | 400      | Active           | 3           | 1.81   |
| Clinton Street Theater                                        | Portland  | Commercial    | 200      | Active           | 3           | 2.38   |
| CoHo Theatre                                                  | Portland  | Nonprofit     | 95       | Active           | 3           | 2.75   |
| Columbia Tech Center Park Ampitheater                         | Vancouver | Commercial    | 250      | Active           | 3           | 1.63   |
| Common Ground Coffee - The Back Door Theatre                  | Portland  | Commercial    | 40       | Active           | 3           | 1.88   |
| Curious Comedy Theater - Annex                                | Portland  | Nonprofit     | 60       | Active           | 3           | 2.38   |
| Curious Comedy Theater - Main Stage                           | Portland  | Nonprofit     | 170      | Active           | 3           | 3.13   |
| Dekum Street Theater + The Lobby Bar - Dekum Street Theater   | Portland  | Commercial    | 100      | Active           | 3           | 2.13   |

| Venue Name                                             | City       | Operator Type | Capacity | Status           | Disciplines | Rating |
|--------------------------------------------------------|------------|---------------|----------|------------------|-------------|--------|
| Echo Theater                                           | Portland   | Nonprofit     | 156      | Active           | 4           | 2.63   |
| Echo West                                              | Portland   | Nonprofit     | 45       | Active           | 2           | 2.25   |
| Edgefield Winery & Tasting Room - Winery Tasting Room  | Troutdale  | Commercial    | 30       | Active           | 2           | 2.25   |
| El Centro Milagro - El Zócalo                          | Portland   | Nonprofit     | 100      | Active           | 4           | 2.50   |
| El Centro Milagro - Milagro Theatre                    | Portland   | Nonprofit     | 121      | Active           | 3           | 3.00   |
| Esther Short Park                                      | Vancouver  | Government    | 500      | Active           | 3           | 1.25   |
| First Presbyterian Church                              | Vancouver  | Nonprofit     | 200      | Active           | 3           | 1.75   |
| Fort Vancovuer Artillary Barracks - Ballroom           | Vancouver  | Nonprofit     | 200      | Active           | 4           | 1.88   |
| Gateway Discovery Park - Performance Plaza             | Portland   | Government    | 100      | Active           | 3           | 1.50   |
| Groove Nation Performing Arts - Event Hall             | Vancouver  | Commercial    | 300      | Active           | 3           | 2.38   |
| Hawthrone Theatre and Lounge - Hawthorne Theatre       | Portland   | Commercial    | 300      | Active           | 2           | 2.00   |
| Hawthrone Theatre and Lounge - The Lounge              | Portland   | Commercial    | 60       | Active           | 2           | 2.13   |
| ilani Resort - Cowlitz Ballroom                        | Ridgefield | Commercial    | 2500     | Active           | 2           | 2.19   |
| Imago Theatre                                          | Portland   | Nonprofit     | 197      | Active           | 5           | 2.25   |
| Keller Auditorium                                      | Portland   | Government    | 2992     | Under Renovation | 5           | 3.38   |
| Kennedy School - Gymnasium                             | Portland   | Commercial    | 150      | Active           | 5           | 2.25   |
| Kennedy School Theatre                                 | Portland   | Commercial    | 200      | Active           | 4           | 2.38   |
| Kiggins Theatre                                        | Vancouver  | Commercial    | 300      | Active           | 4           | 2.63   |
| Latte Da Coffee House & Wine Bar - Indoor Event Space  | Vancouver  | Commercial    | 40       | Active           | 2           | 1.50   |
| Latte Da Coffee House & Wine Bar - Outdoor Event Space | Vancouver  | Commercial    | 70       | Active           | 4           | 1.50   |
| Lewis & Clark College - Evans Auditorium               | Portland   | School        | 400      | Active           | 3           | 2.94   |
| Lewis & Clark College - Agnes Flanagan Chapel          | Portland   | School        | 500      | Active           | 3           | 3.19   |
| Lewis & Clark College - Fir Acres Theatre - Black Box  | Portland   | School        | 125      | Active           | 4           | 2.38   |
| Lewis & Clark College - Fir Acres Theatre - Main Stage | Portland   | School        | 301      | Active           | 5           | 2.88   |
| Lloyd Center                                           | Portland   | Commercial    | 4200     | Proposed         | 4           | 3.50   |
| Love Street Payhouse                                   | Woodland   | Non           | 89       | Active           | 2           | 2.44   |
| Luuwit View Park - Stage                               | Portland   | Government    | 600      | Active           | 5           | 1.69   |
| Magenta Theater                                        | Vancouver  | Nonprofit     | 142      | Active           | 3           | 2.50   |



| Venue Name                                                            | City        | Operator Type  | Capacity | Status   | Disciplines | Rating |
|-----------------------------------------------------------------------|-------------|----------------|----------|----------|-------------|--------|
| Metropolitan Performing Arts                                          | Vancouver   | Nonprofit      | 100      | Active   | 4           | 2.25   |
| Mission Theatre                                                       | Portland    | Commercial     | 200      | Active   | 6           | 2.13   |
| Mississippi Studios                                                   | Portland    | Commercial     | 330      | Active   | 4           | 2.38   |
| Mount Tabor Park Caldera Amiptheater                                  | Portland    | Government     | 500      | Active   | 4           | 1.38   |
| Multnomah Arts Center - Dance Studio                                  | Portland    | Nonprofit      | 150      | Active   | 4           | 1.63   |
| Multnomah Arts Center Auditorium                                      | Portland    | Nonprofit      | 250      | Active   | 4           | 2.06   |
| New Expressive Works - Big Studio                                     | Portland    | Nonprofit      | 75       | Active   | 4           | 1.88   |
| O. O. Howard House - Conference Room                                  | Vancouver   | Nonprofit      | 40       | Active   | 3           | 1.88   |
| Oregon Convention Center                                              | Portland    | Private-Public | 7680     | Active   | 3           | 2.44   |
| Performance Works NorthWest                                           | Portland    | Nonprofit      | 49       | Active   | 4           | 1.63   |
| Pioneer Courthouse Square                                             | Portland    | Government     | 30000    | Active   | 3           | 1.50   |
| Polaris Hall                                                          | Portland    | Commercial     | 200      | Active   | 4           | 2.44   |
| Portland Expo Center                                                  | Portland    | Private-Public | 9000     | Active   | 2           | 1.88   |
| Portland Playhouse - Church Building                                  | Portland    | Nonprofit      | 111      | Active   | 4           | 2.56   |
| Portland State University - Studio Theatre                            | Portland    | School         | 89       | Active   | 3           | 2.63   |
| Portland State University - Lincoln Recital Hall                      | Portland    | School         | 220      | Active   | 3           | 2.75   |
| Portland State University - Lincoln Performance Hall                  | Portland    | School         | 454      | Active   | 0           | 2.94   |
| Portland State University - Portland Performing Arts + Culture Center | Portland    | School         | 3000     | Proposed | 5           | 3.56   |
| Portland State University - Smith Memorial Ballroom                   | Portland    | School         | 150      | Active   | 3           | 1.75   |
| Providence Academy Chapel                                             | Vancouver   | Nonprofit      | 200      | Active   | 4           | 1.88   |
| Red Cross Building - Main Room and Porch                              | Vancouver   | Nonprofit      | 180      | Active   | 3           | 1.75   |
| Revolution Hall - Show Bar/Library                                    | Portland    | Commercial     | 190      | Active   | 4           | 2.19   |
| Revolution Hall - Main Stage                                          | Portland    | Commercial     | 857      | Active   | 3           | 2.69   |
| Riverside Performing Arts - Black Box                                 | Vancouver   | School         | 85       | Active   | 2           | 1.44   |
| Roehr Park Ampitheater & Viewing Dolphin                              | Lake Oswego | Government     | 150      | Active   | 3           | 1.38   |
| RS Medical - Terrell-Everest Theater                                  | Vancouver   | Commerical     | 268      | Active   | 1           | 1.50   |
| RV Inn Style Resorts Amphitheater                                     | Ridgefield  | Commercial     | 16000    | Active   | 2           | 2.38   |

| Venue Name                                                   | City      | Operator Type | Capacity | Status  | Disciplines | Rating |
|--------------------------------------------------------------|-----------|---------------|----------|---------|-------------|--------|
| The Sanctuary Main Stage                                     | Portland  | Nonprofit     | 150      | Active  | 3           | 1.63   |
| The Sanctuary - Board Room Cabaret                           | Portland  | Nonprofit     | 47       | Active  | 2           | 1.81   |
| Shaking the Tree Theatre                                     | Portland  | Nonprofit     | 75       | Active  | 3           | 2.00   |
| Skyview High School Concert Hall                             | Vancouver | School        | 1150     | Active  | 6           | 2.50   |
| St. Luke's Episcopal Church                                  | Vancouver | Nonprofit     | 100      | Active  | 3           | 1.44   |
| The Armory - Ellyn Bye Studio                                | Portland  | Nonprofit     | 180      | Active  | 4           | 2.50   |
| The Armory - U.S. Bank Main Stage Theater                    | Portland  | Nonprofit     | 560      | Active  | 4           | 3.13   |
| The Get Down                                                 | Portland  | Commercial    | 400      | Active  | 5           | 3.13   |
| The Joyce Garver Theater                                     | Camas     | School        | 700      | Active  | 4           | 2.88   |
| The Judy Kafoury Center for Youth Arts - The Family Cinema   | Portland  | Nonprofit     | 190      | Active  | 1           | 2.88   |
| The Judy Kafoury Center for Youth Arts - Black Box           | Portland  | Nonprofit     | 120      | Active  | 4           | 3.25   |
| The Judy Kafoury Center for Youth Arts - The Stage           | Portland  | Nonprofit     | 240      | Active  | 4           | 3.38   |
| The Old Madeleine Church                                     | Portland  | Nonprofit     | 250      | Active  | 4           | 1.75   |
| The Village Ballroom                                         | Portland  | Commercial    | 130      | Active  | 5           | 1.71   |
| Twilight Theater                                             | Portland  | Nonprofit     | 100      | Active  | 2           | 1.88   |
| Vancouver Arts Hub                                           | Vancouver | Government    | 225      | Planned | 3           | 2.13   |
| Vancouver Landing Ampitheater                                | Vancouver | Government    | 150      | Active  | 2           | 1.50   |
| Vancouver School of Arts and Academics - Royal Durst Theater | Vancouver | School        | 549      | Active  | 4           | 2.13   |
| Washington Grange #82                                        | Vancouver | Nonprofit     | 75       | Active  | 4           | 1.25   |
| Washington Park Ampitheater                                  | Portland  | Government    | 2000     | Active  | 4           | 1.38   |
| Washougal High School - Washburn Performing Arts Center      | Washougal | School        | 394      | Active  | 6           | 2.25   |
| Woodlawn Park Ampitheater                                    | Portland  | Government    | 50       | Active  | 3           | 1.25   |

## Appendix B: Benchmarking Exercise

|                                              | Location         | Local Population | MSA                                     | MSA Population | 25 yr + with Bachelor's Degree | Local Median Household Income | Owner               | Operator            |
|----------------------------------------------|------------------|------------------|-----------------------------------------|----------------|--------------------------------|-------------------------------|---------------------|---------------------|
| Argyros Performing Arts Center               | Ketchum City, ID | 3,555            | n/a                                     | n/a            | 63%                            | \$87,478                      | Non-profit          | Non-profit          |
| Patricia Reser Center for the Arts           | Beaverton, OR    | 97,494           | Portland–Vancouver–Hillsboro, OR–WA MSA | 2,512,859      | 49%                            | \$82,916                      | City of Beaverton   | Non-profit          |
| Federal Way Performing Arts and Event Center | Federal Way, WA  | 101,030          | Seattle–Tacoma–Bellevue, WA MSA         | 4,018,762      | 30%                            | \$76,732                      | City of Federal Way | City of Federal Way |
| Center for the Arts                          | Jackson Hole, WY | 22,695           | n/a                                     | n/a            | 61%                            | \$108,371                     | Town of Jackson     | Center for the Arts |

|                                          | Location      | Local Population | MSA                                              | MSA Population | 25 yr + with Bachelor's Degree | Local Median Household Income | Owner                   | Operator                        |
|------------------------------------------|---------------|------------------|--------------------------------------------------|----------------|--------------------------------|-------------------------------|-------------------------|---------------------------------|
| American Theater                         | Hampton, VA   | 137,148          | Virginia Beach-Norfolk-Newport News VA-NC, MSA   | 1,806,840      | 30%                            | \$64,924                      | Hampton Arts Foundation | City of Hampton Arts Commission |
| Williamson County Performing Arts Center | Franklin, TN  | 83,454           | Nashville-Davidson-Murfreesboro-Franklin, TN MSA | 2,072,283      | 62%                            | \$108,354                     | Williamson County       | Williamson County               |
| Acadiana Center for the Arts             | Lafayette, LA | 241,753          | n/a                                              | n/a            | 37%                            | \$56,496                      | City of Lafayette       | Arcadiana Center for the Arts   |
| Newberry Opera House                     | Newberry, SC  | 37,719           | Columbia, SC MSA                                 | 837092         | 23%                            | \$56,706                      | City of Newberry        | Newberry Opera House Foundation |

|                                   | Location             | Local Population | MSA                               | MSA Population                  | 25 yr + with Bachelor's Degree | Local Median Household Income                        | Owner                    | Operator                                                                                     |
|-----------------------------------|----------------------|------------------|-----------------------------------|---------------------------------|--------------------------------|------------------------------------------------------|--------------------------|----------------------------------------------------------------------------------------------|
| Mid-Valley Performing Arts Center | Taylorsville, UT     | 60,448           | Salt Lake City, Utah MSA          | 1,257,936                       | 24%                            | \$81,417                                             | Salt Lake County         | Salt Lake County Arts & Culture                                                              |
| Lewis Family Playhouse            | Rancho Cucamonga, CA | 174,453          | Los Angeles–Anahaim–Riverside CSA | 18,422,600                      | 40%                            | \$108,345                                            | City of Rancho Cucamonga | City of Rancho Cucamonga                                                                     |
|                                   | Year Opened          | Project Cost     | Main Space Capacity               | Secondary Space Capacity        | Education Spaces               | Other Public Spaces                                  | Gross Square Footage     | Film Program                                                                                 |
| Argyros Performing Arts Center    | 2018                 | \$15 million     | 460                               | Bailey Family Studio, 49 people | N/A                            | Dennis and Phyllis Washington Café and Outdoor Lobby | 25,000                   | Hosts the local annual Sun Valley Film Festival and Tierney Theater Summer Screening Series. |
|                                   |                      |                  |                                   |                                 |                                |                                                      |                          |                                                                                              |



|                                              | Year Opened | Project Cost   | Main Space Capacity | Secondary Space Capacity                                                                              | Education Spaces | Other Public Spaces                                                             | Gross Square Footage | Film Program                                                                                                                                                          |
|----------------------------------------------|-------------|----------------|---------------------|-------------------------------------------------------------------------------------------------------|------------------|---------------------------------------------------------------------------------|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Patricia Reser Center for the Arts           | 2022        | \$12 million   | 550                 | Lab (flexible up to 150 standing reception), Pavilion (30 standing), Lobby (first floor 350 standing) | Lab and Pavilion | Outdoor plaza                                                                   | 43,000               | Hosts a season of performing artists and attractions (Reser Presents) including music, film, lecture, dance and five art gallery exhibits featuring Northwest artists |
| Federal Way Performing Arts and Event Center | 2017        | \$20.2 million | 716                 | Large flexible meeting space with capacity up to 350                                                  | N/A              | Indoor lobby                                                                    | 44,000               | N/A                                                                                                                                                                   |
| Center for the Arts                          | 2007        | \$18.7 million | 525                 | Black Box                                                                                             | N/A              | Dance studios, art studios, rehearsal rooms, gallery space, classrooms, offices | 78,000               | N/A                                                                                                                                                                   |

|                                          | Year Opened                                       | Project Cost                                  | Main Space Capacity                 | Secondary Space Capacity  | Education Spaces | Other Public Spaces                           | Gross Square Footage | Film Program                                                                             |
|------------------------------------------|---------------------------------------------------|-----------------------------------------------|-------------------------------------|---------------------------|------------------|-----------------------------------------------|----------------------|------------------------------------------------------------------------------------------|
| American Theater                         | 1901, 2000 renovation                             | \$2.9 million renovation cost                 | 388                                 | Lecture hall 40           | N/A              | Dance studio, lobby                           | 16,816               | Classic movie nights with films such as "20,000 Leagues Under the Sea" and "Casablanca." |
| Williamson County Performing Arts Center | 1905, 2017 renovation                             | \$2.9 million renovation cost                 | 265 (retractable seating available) | N/A                       | N/A              | Covered patio, lobby                          | 8,675                | N/A                                                                                      |
| Acadiana Center for the Arts             | 2010                                              | \$22 million                                  | 300 (retractable seating available) | Studio, board room        | N/A              | Atrium, associated facilities in the ArtHouse | 27,000               | N/A                                                                                      |
| Newberry Opera House                     | 1881, 1998 renovation, currently under renovation | \$5.5 million in 1998, plus \$1.5 million now | 401                                 | Rehearsal Room            | N/A              | Lobby                                         | 12,000               | N/A                                                                                      |
| Mid-Valley Performing Arts Center        | 2021                                              | \$39 million                                  | 439                                 | 200-seat Studio Black Box | N/A              | Event Space                                   | 70,000               | N/A                                                                                      |

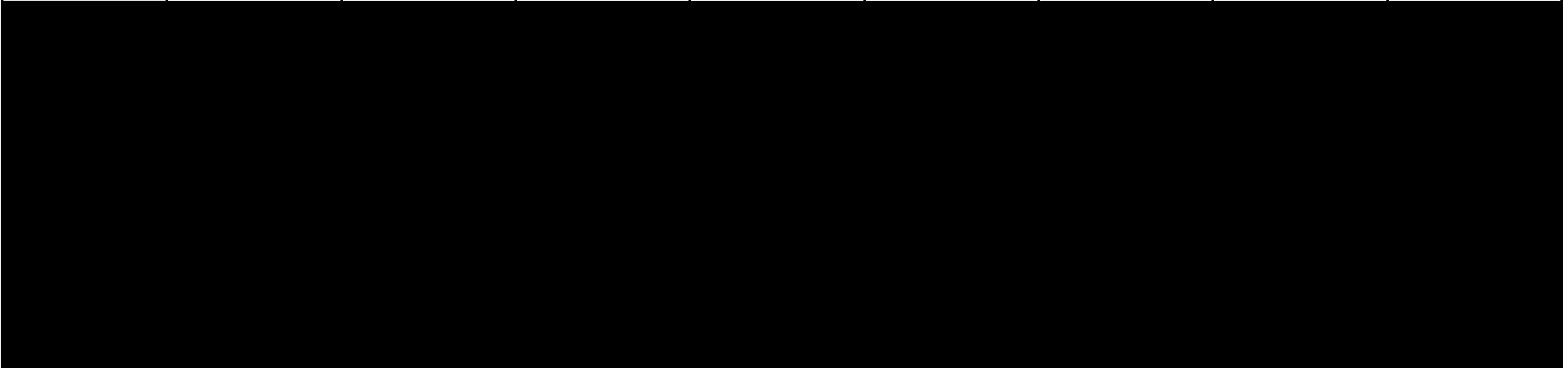
|                                | Year Opened          | Project Cost                                                                                                                                               | Main Space Capacity                           | Secondary Space Capacity               | Education Spaces                                                                                          | Other Public Spaces                           | Gross Square Footage              | Film Program     |
|--------------------------------|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|----------------------------------------|-----------------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------------------------------|------------------|
| Lewis Family Playhouse         | 2006                 | \$33.8 million (for entire center)                                                                                                                         | 560                                           | Celebration Hall event space up to 300 | N/A                                                                                                       | Library including interactive discovery space | 52,000 (full cultural center)     | N/A              |
|                                | Educational Programs | Live Events                                                                                                                                                | Approx. live presented performances (last FY) | Approx. live attendance (Last FY)      | Rental activity                                                                                           | Approx. rental performances (last FY)         | Approx. rental use days (Last FY) | Payroll Expenses |
| Argyros Performing Arts Center | N/A                  | Multi-faceted performance arts, local orchestra, rock, comedy, and dance companies as well as self-produced shows that host international visiting artists | 49                                            | 26082                                  | Private events, fundraisers for the local community, as well as screenings and hosting of partner events. | 60                                            | 84                                | \$467,426        |
|                                |                      |                                                                                                                                                            |                                               |                                        |                                                                                                           |                                               |                                   |                  |

|                                              | Educational Programs                                                           | Live Events                                                                                                                                                        | Approx. live presented performances (last FY) | Approx. live attendance (Last FY)   | Rental activity                                                                                       | Approx. rental performances (last FY) | Approx. rental use days (Last FY) | Payroll Expenses |
|----------------------------------------------|--------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-------------------------------------|-------------------------------------------------------------------------------------------------------|---------------------------------------|-----------------------------------|------------------|
| Patricia Reser Center for the Arts           | Kids and adults classes; family performances, free events                      | Season of performing artists and attractions including music, film, lecture, dance and five art gallery exhibits featuring Northwest artists                       | FY25 - 35                                     | 14000 (presented performances only) | Performances, meetings, and events of all types (galas, fundraisers, town halls, lectures, trainings) | FY25 - 102                            | FY25 - 158                        | \$2,426,446      |
| Federal Way Performing Arts and Event Center | ~6 school group performances per year; home for the Federal Way Youth Symphony | Federal Way Chorale, Federal Way Symphony, Federal Way Youth Symphony, and Arts4Youth. Touring productions of music, tribue bands, comedy, and special film events | unknown                                       | unknown                             | unknown                                                                                               | unknown                               | unknown                           | unknown          |

|                     | Educational Programs                                                                                             | Live Events                                                                                                                 | Approx. live presented performances (last FY) | Approx. live attendance (Last FY) | Rental activity                                                                 | Approx. rental performances (last FY) | Approx. rental use days (Last FY) | Payroll Expenses |
|---------------------|------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------------------------------|---------------------------------------------------------------------------------|---------------------------------------|-----------------------------------|------------------|
| Center for the Arts | Education programs offered, including after-school, summer, and break classes and camps                          | 21 independent resident arts and education orgs, season also includes programming in music, film, lectures, and visual arts | 55                                            | 12,500                            | Event site revenue of \$712,110 in 2022 and resident lease revenue of \$638,391 | 146                                   | 239                               | \$1,209,234      |
| American Theater    | Youth and adult classes in improv and theater games, music summer program, school visits from arts professionals | Festivals including the Phoebus Jazz Festival; touring music, comedy, and magic; local orgs like Hampton Roads Philharmonic | 81                                            | 6,664                             | unknown                                                                         | unknown                               | unknown                           | unknown          |
|                     |                                                                                                                  |                                                                                                                             |                                               |                                   |                                                                                 |                                       |                                   |                  |



|                                          | Educational Programs                                | Live Events                                                                                                                                                               | Approx. live presented performances (last FY) | Approx. live attendance (Last FY) | Rental activity                                                                                                                            | Approx. rental performances (last FY) | Approx. rental use days (Last FY) | Payroll Expenses |
|------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-----------------------------------|------------------|
| Williamson County Performing Arts Center | Youth theater after-school, summer, and break camps | Public school performances, Redbird Common (Music series, rental), Rising Stars (Educational theater program run by the county), tribute and original music performances. | 100                                           | unknown                           | Ongoing rental music series (Redbird Common) and other occasional rentals. The majority of activity appears to be presented or co-produced | 20                                    | 20                                | unknown          |



|                              | Educational Programs                                     | Live Events                                                                                                                                              | Approx. live presented performances (last FY) | Approx. live attendance (Last FY) | Rental activity | Approx. rental performances (last FY) | Approx. rental use days (Last FY) | Payroll Expenses |
|------------------------------|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------------------------------|-----------------|---------------------------------------|-----------------------------------|------------------|
| Acadiana Center for the Arts | Visual and performing arts camps for children and teens. | Performances include musical series, comedy series, a spotlight for theater and dance, and a chamber music partnership with Arcadiana Symphony Orchestra | 40                                            | unknown                           | unknown         | unknown                               | unknown                           | \$1,089,581      |
| Newberry Opera House         | N/A                                                      | Primarily music: tribute and country/Americana, with occasional circus arts, classical music, comedy, and theater                                        | 107                                           | unknown                           | unknown         | unknown                               | unknown                           | \$760,053        |

|                                   | Educational Programs                                                              | Live Events                                                                                       | Approx. live presented performances (last FY) | Approx. live attendance (Last FY) | Rental activity     | Approx. rental performances (last FY) | Approx. rental use days (Last FY)       | Payroll Expenses                       |
|-----------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------------------------------|---------------------|---------------------------------------|-----------------------------------------|----------------------------------------|
| Mid-Valley Performing Arts Center | N/A                                                                               | Presenting series including dance, opera, classical music, and classic/tribute music              | 259                                           | 47,630 (includes free events)     | unknown             | unknown                               | unknown                                 | unknown                                |
| Lewis Family Playhouse            | School-time performances of musicals, circus, and multi-disciplinary performances | Theatre, music (touring bands and tribute), community presentations, occasional comedy and circus | 85                                            | 35,352                            | unknown             | unknown                               | unknown                                 | unknown                                |
|                                   | Payroll Expenses (as a % of Op. Expenses)                                         | Full-time Staff                                                                                   | Legal Name                                    | Year of Budget                    | Total Earned Income | Total Contributed Income              | Contributed Income from Private Sources | Contributed Income from Public Sources |
| Argyros Performing Arts Center    | 40%                                                                               | 8                                                                                                 | Sun Valley Arts Center                        | 2021                              | \$418,054           | \$1,837,529                           | \$1,363,474                             | \$474,055                              |

|                                              | Payroll Expenses<br>(as a % of Op. Expenses) | Full-time Staff   | Legal Name                             | Year of Budget | Total Earned Income | Total Contributed Income | Contributed Income from Private Sources | Contributed Income from Public Sources |
|----------------------------------------------|----------------------------------------------|-------------------|----------------------------------------|----------------|---------------------|--------------------------|-----------------------------------------|----------------------------------------|
| Patricia Reser Center for the Arts           | 57%                                          | 21 (total 28 FTE) | Beaverton Arts Foundation              | FY2025 BUDGET  | \$1,521,372         | \$2,742,000              | \$1,142,000                             | \$1,600,000                            |
| Federal Way Performing Arts and Event Center | unknown                                      | unknown           | Arts Foundation Federal Way            | FY2023         | \$3,100             | \$307,360                | \$307,360                               | 0                                      |
| Center for the Arts                          | 36%                                          | 14                | Community Center for the Arts          | 2022           | \$1,658,367         | \$1,669,310              | \$1,669,310                             | 0                                      |
| American Theater                             | unknown                                      | unknown           | Charles H Taylor Arts Foundation       | FY2022         | unknown             | unknown                  | unknown                                 | unknown                                |
| Williamson County Performing Arts Center     | unknown                                      | 5                 | Williamson County Parks and Recreation | unknown        | unknown             | unknown                  | unknown                                 | unknown                                |
| Acadiana Center for the Arts                 | 34%                                          | 24                | Acadiana Center for the Arts           | FY2023         | \$1,832,988         | \$1,076,123              | \$984,097                               | \$92,026                               |
|                                              |                                              |                   |                                        |                |                     |                          |                                         |                                        |

|                                              | Payroll Expenses (as a % of Op. Expenses) | Full-time Staff          | Legal Name                      | Year of Budget                        | Total Earned Income                                   | Total Contributed Income | Contributed Income from Private Sources | Contributed Income from Public Sources |
|----------------------------------------------|-------------------------------------------|--------------------------|---------------------------------|---------------------------------------|-------------------------------------------------------|--------------------------|-----------------------------------------|----------------------------------------|
| Newberry Opera House                         | 30%                                       | 25 W2 per 990            | Newberry Opera House Foundation | FY2023                                | \$1,188,210                                           | \$1,098,121              | \$927,657                               | \$170,464                              |
| Mid-Valley Performing Arts Center            | unknown                                   | unknown                  | Salt Lake County Arts & Culture | City / County                         | unknown                                               | unknown                  | unknown                                 | unknown                                |
| Lewis Family Playhouse                       | unknown                                   | unknown                  | City of Rancho Cucamonga        | City / County                         | unknown                                               | unknown                  | unknown                                 | unknown                                |
|                                              | Total Income                              | Total Operating Expenses | Operating Surplus (Deficit)     | Earned Income (as a % of Op Expenses) | Notes                                                 |                          |                                         |                                        |
| Argyros Performing Arts Center               | \$2,255,583                               | \$1,168,861              | \$1,086,722                     | 36%                                   | n/a                                                   |                          |                                         |                                        |
| Patricia Reser Center for the Arts           | \$4,263,372                               | \$4,259,301              | \$4,071                         | 36%                                   | n/a                                                   |                          |                                         |                                        |
| Federal Way Performing Arts and Event Center | \$307,360                                 | \$27,424                 | \$279,936                       | 11%                                   | Arts Foundation is not the primary funder of the PAEC |                          |                                         |                                        |



|                                          | Total Income | Total Operating Expenses | Operating Surplus (Deficit) | Earned Income (as a % of Op Expenses) | Notes                                                                                                                                           |
|------------------------------------------|--------------|--------------------------|-----------------------------|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| Center for the Arts                      | \$3,327,677  | \$3,400,984              | (\$73,307)                  | 49%                                   | n/a                                                                                                                                             |
| American Theater                         | unknown      | \$469,900                | unknown                     | unknown                               | City of Hampton Arts Commission does not separately publish staffing, revenue, or expense figures for the American Theater                      |
| Williamson County Performing Arts Center | unknown      | unknown                  | unknown                     | unknown                               | Williamson County has one budget for social, cultural, and recreational services that intermingles PAC expenses with other county expense lines |
| Acadiana Center for the Arts             | \$2,909,111  | \$3,171,352              | (\$262,241)                 | 58%                                   | City reimburses building-related expenses for insurance, maintenance, and utilities                                                             |
| Newberry Opera House                     | \$2,286,331  | \$2,519,694              | (\$233,363)                 | 47%                                   | n/a                                                                                                                                             |
| Mid-Valley Performing Arts Center        | unknown      | unknown                  | unknown                     | unknown                               | Salt Lake County has one budget for zoos, arts, and parks that intermingles PAC expenses with other county expense lines.                       |
| Lewis Family Playhouse                   | unknown      | unknown                  | unknown                     | unknown                               | n/a                                                                                                                                             |



CITY OF  
**Vancouver**  
WASHINGTON

# Heights RFP Developer Selection Update

**Amy Zoltie**  
Real Estate Project  
Manager

**Sandra Beck**, Chair  
**Leah Halstead**, Vice Chair  
HCIC

August 26, 2024





- Objectives
- RFP Process
- HCIC Role
- Criteria & Selection Process
- Selected Developers & Projects
- Timeline & Next Steps
- Discussion



# Phase 1 Parcels

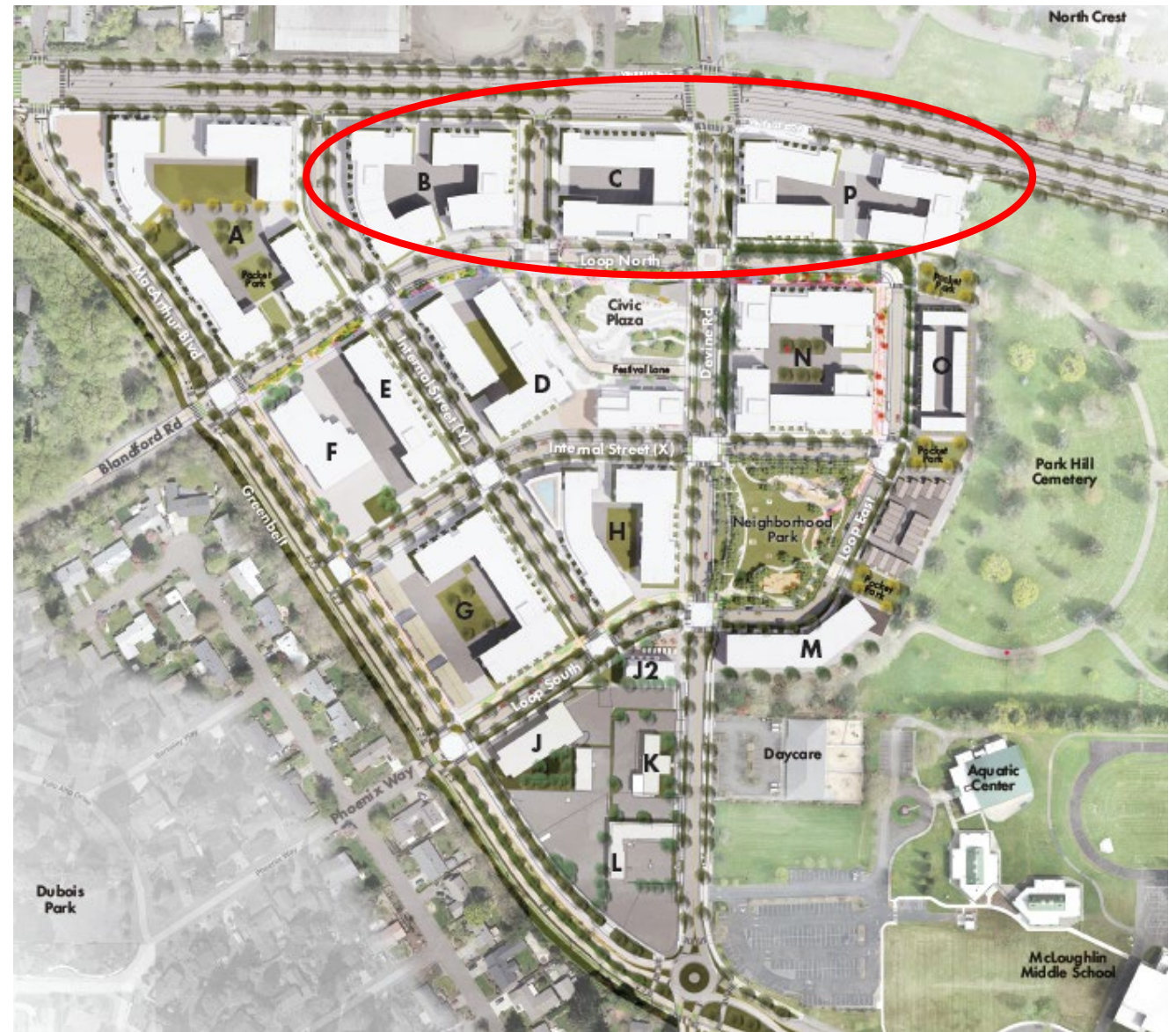
Parcel P – 100% housing affordable at least 10% @ 30 AMI

Parcel C – 100% housing affordable

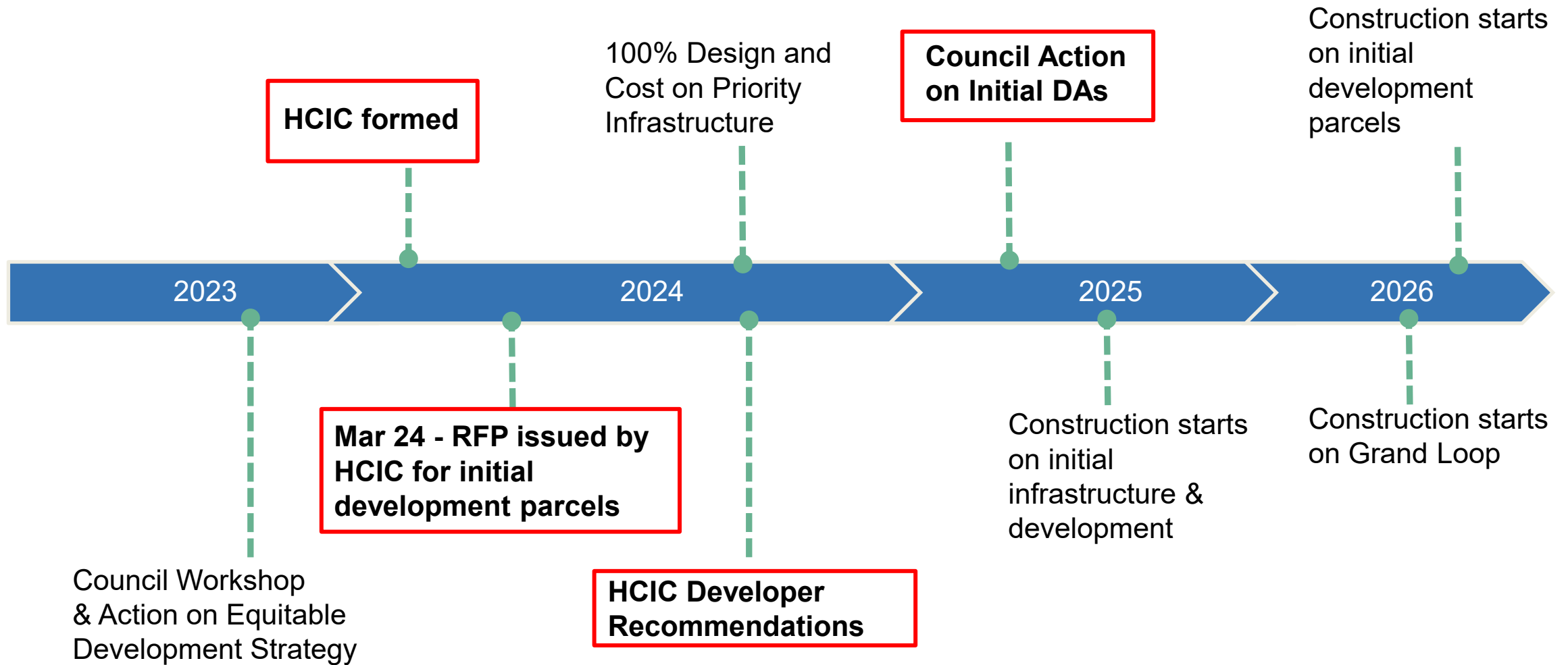
Parcel B – Mixed Income housing

Ground floor commercial and/or community space that

- Serves the residents and the community
- Provides opportunities for local and small businesses



# Phase 1 Timeline







# Heights Community Investment Committee (HCIC)

- Sandra Beck
- Leah Halstead
- Patrick Adigweme
- Michael Martin-Tellis
- Kurt Snyder
- Komi Kalevor
- Wil Fuentes (abstain)





Figure 51: Wayfinding elements visualization at Civic Plaza/Devine Road

# Evaluation Criteria

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





# RFP Process Summary

- HCIC issued RFP - March 2024
- Responses received - May 2024
  - 4 respondents
  - 8 proposals – at least 2/parcel
- HCIC review and scoring – June/July 2024
- HCIC recommendations reviewed by Council – August 2024



# Proposed Housing Affordability

| Site/Team                 | Total      | 30% AMI        | 50% AMI          | 60% AMI         | 80% AMI          | 90% AMI         | 100% AMI        |
|---------------------------|------------|----------------|------------------|-----------------|------------------|-----------------|-----------------|
| Parcel P – Related NW/VHA | 131        | 25             | 65               | 41              |                  |                 |                 |
| Parcel C - Palindrome     | 109        |                | 55               | 54              |                  |                 |                 |
| Parcel B – Edlen          | 245        |                |                  |                 | 122              | 61              | 62              |
| <b>Total</b>              | <b>485</b> | <b>25 (5%)</b> | <b>120 (25%)</b> | <b>95 (19%)</b> | <b>122 (25%)</b> | <b>61 (13%)</b> | <b>62 (13%)</b> |



# Proposed Unit Mix & Commercial Space

| Site/Team                 | Total      | Studio           | 1 BR             | 2 BR             | 3 BR           |
|---------------------------|------------|------------------|------------------|------------------|----------------|
| Parcel P – Related NW/VHA | 131        | 27               | 52               | 36               | 16             |
| Parcel C - Palindrome     | 109        | 17               | 42               | 28               | 22             |
| Parcel B – Edlen          | 245        | 61               | 123              | 61               |                |
| <b>Total</b>              | <b>485</b> | <b>105 (21%)</b> | <b>217 (45%)</b> | <b>125 (26%)</b> | <b>38 (8%)</b> |

| Site/Team                 | Commercial Space                                                                           |
|---------------------------|--------------------------------------------------------------------------------------------|
| Parcel P – Related NW/VHA | Community center leased to EngAGE for community programs and services                      |
| Parcel C - Palindrome     | 3,700 SF market hall with local eateries, brewery specifically promoting BIPOC businesses. |
| Parcel B – Edlen          | 5,000 SF dedicated for local businesses                                                    |





# Parcel B



## Lead: Edlen & Co

- Local women-owned B-certified real estate firm
- Leader in sustainable development
- Long track record of large-scale public/private community centered projects
- Partnering with Workforce SWWA



# Parcel C



## Lead: Palindrome

- 25 years experience, developed ~8,000 affordable housing units
- \$750 million portfolio value
- Experience adding active commercial space for small businesses in projects
- 50% of project team MWES
- Partnering with Latino Network





# Parcel P

## Lead: Related NW & VHA

- Pacific NW based affordable housing developer backed by Related Cos., national real estate firm with \$60 billion portfolio value
- Reputation for delivering sustainable, high-quality community driven projects
- Co-developing with VHA leverage local expertise and relationship with service providers
- Partnering with EngAGE NW



# Next Steps



## ENAs

Council consent  
ENA execution



## Term Sheets

Execute with  
developers Q4 2024



## DDAs

Negotiate DDAs  
Council approval  
Q1 2025



## Construction

Private  
development &  
public infrastructure  
begin 2026



# Discussion





# Thank You



# MEMORANDUM

**DATE:** August 26, 2024

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

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

**RE:** Heights District RFP Developer Selections

---

## Summary

The City of Vancouver and Heights Community Investment Committee (HCIC) issued a Request for Proposals (RFP) in March 2024 seeking development teams for the first three development parcels in the Heights District. The parcels are located along Mill Plain Blvd and Devine Road and are referred to as Sites B, C and P on the attached site plan (collectively referred to as the Sites). Following receipt of four responses in May, and after thoughtful consideration, the HCIC is recommending that the City proceed to negotiating development agreements with a selected development team on each City-owned site. The purpose of this memorandum is to provide an overview of the selection process, a summary of the proposals and the selected development teams. Based on feedback from City Council in workshop, City staff, under the guidance of the HCIC, plans to proceed with negotiating exclusive negotiation agreements (ENAs) with each of the selected teams, and begin negotiating the development agreements that will govern each of the projects.

## Developer Solicitation Process

As recommended in the Heights Equitable Development Plan, the HCIC was established at the end of 2023 to lead the development of the Heights District. The committee includes Vancouver residents who hold experience in affordable housing development and financing and represent Central Vancouver businesses and organizations. The HCIC guided the drafting of the Request for Proposals (RFP) based on the objectives of the Equitable Development Plan and Heights District Plan. Additionally, they served as the review committee and will support city staff with the negotiations of the development agreements.

The RFP established key priorities across all Sites as well as site specific. The desired features for all Sites included:

1. Maximum density
2. Creative design without monolithic form
3. Willingness to work with the city and readiness to move quickly
4. Use of alternative financing and ownership models

5. Project teams that demonstrate a clear commitment to equity through past and current projects and within the organizations

The site specific priorities focused on affordability of housing units (see breakdown below) and the inclusion of ground floor commercial space that a) offers opportunities for local and small businesses and/or b) serves the residents and the community.

| Site | Affordability of Units                                                                          |
|------|-------------------------------------------------------------------------------------------------|
| B    | Mixed income                                                                                    |
| C    | 100% units designated as affordable                                                             |
| P    | 100% units designated as affordable, with at least 10% of units at 30% Area Median Income (AMI) |

Based on the above priorities, the RFP included the following criteria and weighting to review proposals:

| <u>Evaluation Criteria</u>                    | <u>Weight</u>  |
|-----------------------------------------------|----------------|
| 1. Affordability of Units                     | 20 pts         |
| 2. Density                                    | 15 pts         |
| 3. Project Team Experience and Qualifications | 25 pts         |
| 4. Alternative Approaches                     | 10 pts         |
| 5. Financial Feasibility                      | 15 pts         |
| 6. Quality Design                             | 15 pts         |
| <b>Total</b>                                  | <b>100 pts</b> |

The RFP was issued on March 8, 2024. The solicitation garnered significant interest from the development and design communities, with over 60 people attending the Applicants Briefing Session on March 18, 2024. The RFP closed on May 17, 2024, with four responses, each respondent proposing on multiple sites. Each of the responses was thorough and creatively addressed the RFP's key priorities.

After a two-month review process that included review of each response on a parcel-by-parcel basis, virtual interviews and follow up questions and requests for information from the interview finalists, the HCIC recommended development teams led by Edlen & Co for Site B; Palindrome for Site C and Related NW and Vancouver Housing Authority (VHA) for Site P. More detail on the development teams is below.

## **Development Team Profiles**

All three development teams have extensive experience working with complex public-private partnerships in the Portland metro area, including affordable housing projects of similar scale to the Heights projects. The development teams demonstrate the ability to achieve the Heights District goals through their past projects, mission driven values and evidenced commitment to equitable development. Some additional information about the development teams' background and experience and why they were selected is outlined below.

### **Site B**

Team: Edlen & Co/Holst Architecture/PBS Engineering/Walsh Construction/Workforce SW WA

- Successor company to Gerdling Edlen, Edlen & Co is a local women-owned mission driven real estate firm. The company is a certified B-Corporation and has long track record of successful public/private community centered projects, such as the Nick Fish building in Portland.
- Leader in sustainable development – Edlen recently achieved first developer-led Living Building Challenge project which is a net zero energy affordable housing project.
- Edlen has been responsible for over \$4 billion of development with a proven track record of large-scale projects like the Heights District, evidencing ability to execute the Heights District vision.
- Partnering with Workforce Southwest Washington, a non-profit that facilitates partnerships with the local employment industry to build the emerging workforce. Workforce Southwest Washington will support the procurement of the project's commercial space that will provide economic benefit to the area.

### **Site C**

Team: Palindrome /OTAK Architecture/ Standridge Engineering/Pacificap Construction/Latino Network

- Palindrome has 25 years of experience and developed nearly 8,000 affordable housing units and 400,000 square feet of commercial space that promote local and disadvantaged businesses across Oregon, Washington, Colorado, Nevada, New Mexico and Arizona.
- Palindrome retains ownership of their developments and become an integral part of the community.
- Palindrome is also an owner and operator of commercial space targeting local, small businesses. Through its subsidiary hospitality company Somos Destination, Palindrome has developed a market hall, restaurant, and brewery businesses in their developments. Examples include the Zed in the Lents Neighborhood in Portland and Route 66 in New Mexico. As well as supporting emerging businesses, Palindrome offers a living wage to all employees.
- Partnering with Latino Network, a Latino-led educational organization that provides culturally specific services to youth and families. Latino Network will provide services to meet resident needs, including finance, employment, youth mentorship and health and wellness programs.



**Site P**

Team: Related NW and VHA/Ankrom Moisan Architecture/Walsh Construction/EngAGE Northwest

- Related Northwest is a Pacific Northwest based affordable housing developer backed by the Related Companies, one of the largest privately-held real estate companies in the nation with a portfolio value over \$60 billion.
- Reputation for delivering high-quality, environmentally sustainable, community driven projects.
- Co-developing with VHA to leverage local presence of housing authority and service providers.
- Partnering with EngAGE Northwest, a national award-winning non-profit service provider, that will provide intergenerational community programming and social services including art, culture, financial literacy, health and wellbeing in the ground floor space of the buildings.

**The Proposals**

The proposals met the RFP requirements regarding housing density and affordability as well as offering opportunities for local and small businesses and community services. A summary of the proposals is outlined below.

| Team/ Site          | Housing Units            | Unit Mix                                                                      | Affordability Mix                                                  | Commercial Space                                                                           | Public Benefits                                                                                                                                                                                     |
|---------------------|--------------------------|-------------------------------------------------------------------------------|--------------------------------------------------------------------|--------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Edlen/ Site B       | 245                      | Studios - 61<br>1 Bed - 123<br>2 Bed - 61                                     | 50% units @ 80% AMI<br>25% units @ 90% AMI<br>25% units @ 100% AMI | 5,000 SF dedicated for local businesses                                                    | Large central courtyard, interior green oasis.<br><br>Sustainable design elements - solar arrays, local impact development stormwater features, energy efficient building.<br><br>Workforce housing |
| Palindrome/ Site C  | 109                      | Studios - 17<br>1 Bed - 42<br>2 Bed - 25<br>Live/work 2 bed - 3<br>3 Bed - 22 | 50% units @ 50% AMI<br>50% units @ 60% AMI                         | 3,700 SF Market hall with local eateries, brewery specifically promoting BIPOC businesses. | Market hall employees paid living wage.<br><br>Community services programmed by Latino Network offering multitude of services meet resident needs.                                                  |
| Related/VHA/ Site P | 101 across two buildings | Family Housing:<br>Studios - 12<br>1 Bed - 28                                 | Family Housing Building:<br>50% units @ 50%                        | Community center leased to EngAGE for                                                      | Intergenerational art programming and social services                                                                                                                                               |



|  |  |                                                                                            |                                                                                                          |                                 |                                                            |
|--|--|--------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|---------------------------------|------------------------------------------------------------|
|  |  | 2 Bed - 24<br>3 Bed - 16<br><br>Senior living:<br>Studios - 15<br>1 Bed - 24<br>2 Bed - 12 | AMI<br>50% units @ 60% AMI<br><br>Senior Housing Building:<br>50% units @ 50% AMI<br>50% units @ 30% AMI | community programs and services | Multi-generational housing<br><br>Large communal courtyard |
|--|--|--------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|---------------------------------|------------------------------------------------------------|

### Next steps

Staff and HCIC intend to move the development of the first three parcels forward through the following next steps:

- Staff will negotiate Exclusive Negotiation Agreements (ENAs) between the City and the selected development teams to guide the negotiations of the development agreements. A term sheet outlining the key deal points for each transaction will supplement the ENAs. Staff will return to Council to seek authorization for the City Manager to execute the ENAs in September.
- Following execution of the ENAs, staff will work with the development teams to negotiate the disposition and development agreements. Staff anticipate deal terms will be negotiated by the end of the year and intend on presenting the disposition and development agreements to City Council for Council's approval Q1 2025.
- Each development team has confirmed sufficient capacity to proceed expeditiously, and all three teams intend to commence construction in 2026, subject to securing financing.
- The City was recently awarded federal funding to construct the north and east segments of the Grand Loop which is the first phase of public infrastructure that will provide utilities and access to the Sites. Construction is anticipated to begin in 2026 to coincide with the private development.

### Requested Action

Although not a formal action, City staff and the HCIC request Council's feedback on the development team selections and plan to proceed with Exclusive Negotiation Agreements with the recommended development teams.

Attachment(s):

Tower Mall Redevelopment Area Site Plan  
Project renderings



North Crest

Yonkers Ave

Yonkers Ave

Loop North

Civic Plaza

Festival Lane

Devine Rd

Internal Street (X)

Neighborhood Park

Loop East

Loop South

J2

Daycare

Aquatic Center

McLoughlin Middle School



**Site P**

**Related NW & VHA**



At the corner of N. Devine Rd. & Loop North





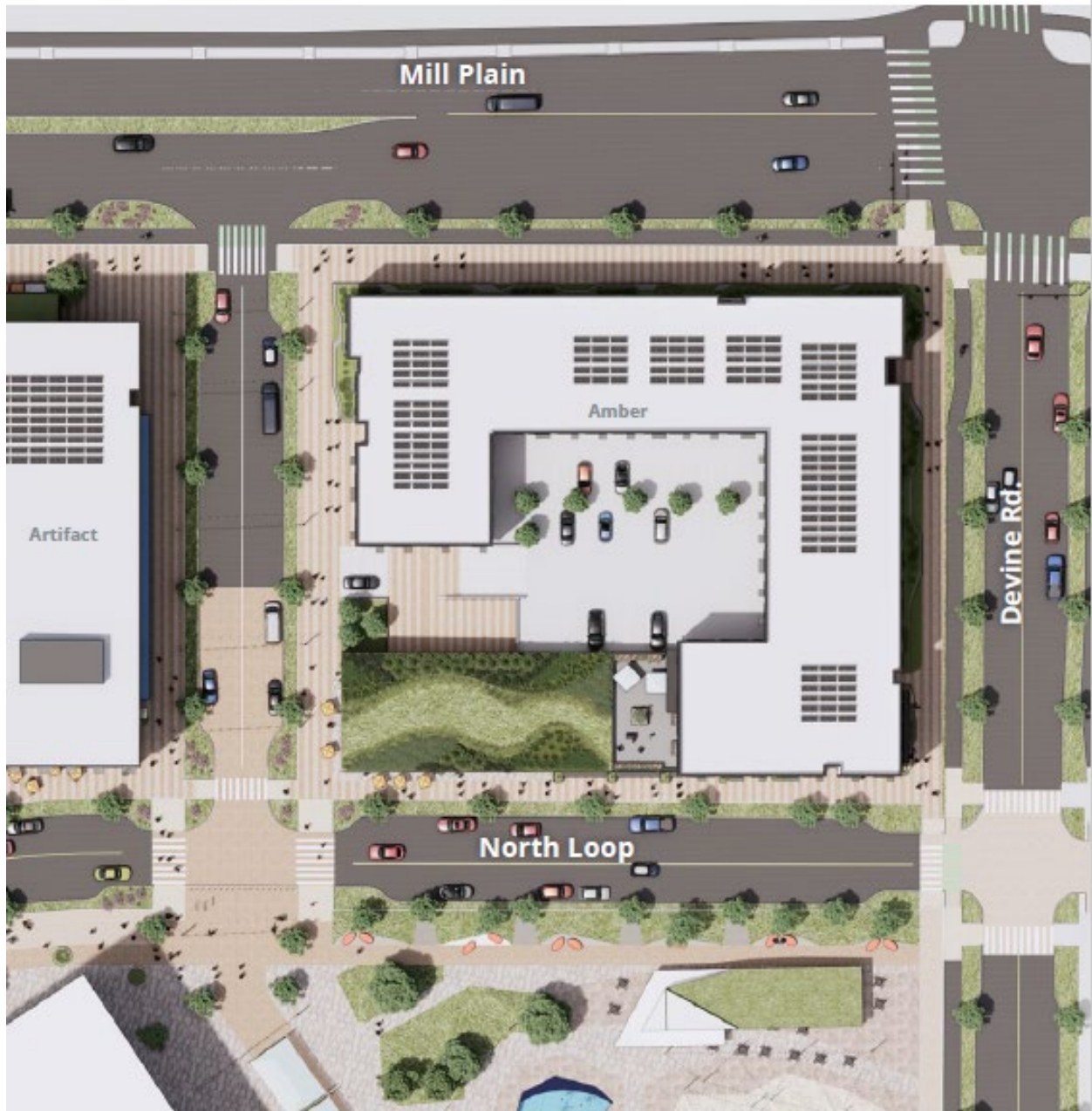
View across Loop North to the Plaza



## Site C

### Palindrome

#### Amber Site Plan

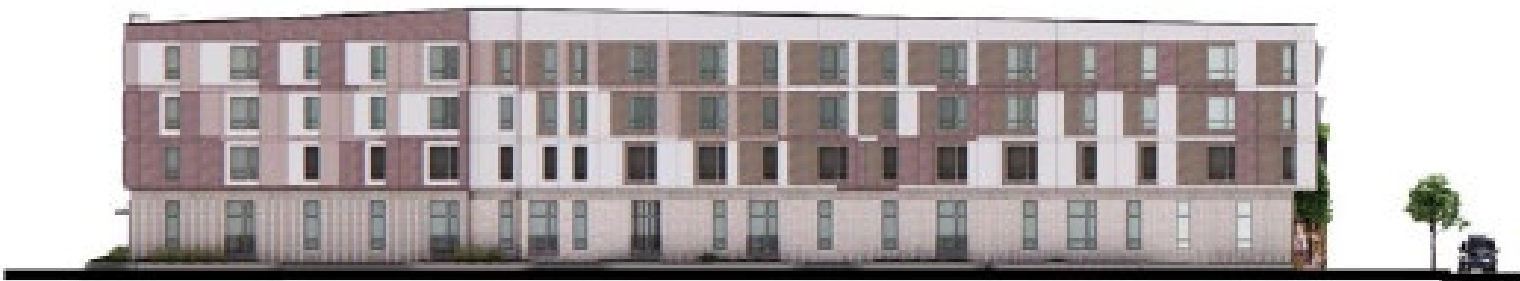




AMBER | SOUTH ELEVATION



AMBER | NORTH ELEVATION



**Site B**  
**Edlen & Co**



Southeast perspective





Southwest perspective





## June 10, 2024

### **WORKSHOPS: 3:00-6:00 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](http://www.cvtv.org) and CVTV cable channels 23 or HD 323, or on the City's Facebook page, or [www.facebook.com/VancouverUS](http://www.facebook.com/VancouverUS).*

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

*[https://www.cvtv.org/vid\\_link/36519?startStreamAt=0&stopStreamAt=10353](https://www.cvtv.org/vid_link/36519?startStreamAt=0&stopStreamAt=10353)*

### **Green Building Policy Project**

(Approximately 1 hour)

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

#### **Summary**

Staff led Council through a discussion of the Green Building Policy Project.

**Councilmember Hansen was absent from the workshop.**

### **2025-26 Biennial Budget**

(Approximately 2 hours, to immediately follow previous workshop)



*Shannon Olsen, Budget Manager, 360-487-8497*

### **Summary**

Staff led Council through a discussion of the 2025-26 Biennial Budget.

**Councilmember Hansen was absent from the workshop.**

## **COUNCIL DINNER/ADMINISTRATIVE UPDATES (6:00-6:30 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](http://www.cvtv.org) and CVTV cable channels 23 or HD 323, or on the City's Facebook page, [www.facebook.com/VancouverUS](http://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/36521?startStreamAt=0&stopStreamAt=6178](https://www.cvtv.org/vid_link/36521?startStreamAt=0&stopStreamAt=6178) Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.*

### **Pledge of Allegiance**

### **Call to Order and Roll Call**

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

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

**Absent:** Councilmember Hansen

**Motion by Councilmember Stober, seconded by Councilmember Paulsen, and approved unanimously to excuse Councilmember Hansen.**

## Approval of Minutes

Minutes - May 20, 2024

**Motion by Councilmember Fox, seconded by Councilmember Stober, and carried unanimously to approve the meeting minutes of May 20, 2024.**

## Proclamations: Juneteenth

Mayor McEnery-Ogle read and presented a proclamation to Miracle Joslin, Administrator at Odyssey World International Education Services, and Karen Morrison, Founder and Senior Executive Director of Odyssey World International Education Services, proclaiming June 19, 2024, as Juneteenth.

## Community Communications

Mayor McEnery-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
- Carmen DeLeon, Vancouver

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

## Consent Agenda (Items 1-8)

**WALK-ON ITEM: Appointments to the Salary Review Commission.**

Mayor McEnery-Ogle requested a motion to amend the agenda to add a Walk-On item for the Salary Review Commission Appointments.

**Motion by Councilmember Paulsen, seconded by Councilmember Stober, and carried unanimously to approve the Walk-On Item.**

**Motion by Councilmember Stober, seconded by Councilmember Perez, and carried unanimously to approve items 1-8 and the Walk-On item (9) on the Consent Agenda.**

### 1. **Bid Award - Fourth Plain - Ft. Vancouver Way to Andresen Road NHS Resurfacing Project ITB 24-28**

Staff Report: 106-24

*The Fourth Plain Blvd. – Fort Vancouver Way to Andresen Road NHS Resurfacing Project is being constructed as part of the Pavement Management program. This project involves paving with hot mix asphalt*

*along the Fourth Plain corridor. A total of 11.5 lane miles of street will be paved under this contract.*

*The attached vicinity map shows where the paving will occur along Fourth Plain.*

*On May 14, 2024, the City received 3 bids for the subject project. The bids ranged from \$4,409,028.00 to \$5,416,386.72. The low bidder was responsive. The bids are as follows:*

| <b>SUMMARY OF BIDS</b>                             |                       |
|----------------------------------------------------|-----------------------|
| <b>BIDDER</b>                                      | <b>AMOUNT</b>         |
| <i>Granite Construction Company, Vancouver, WA</i> | <i>\$4,409,028.00</i> |
| <i>Lakeside Industries, Vancouver, WA</i>          | <i>\$4,874,444.00</i> |
| <i>Brix Paving NW Inc., Sherwood, OR</i>           | <i>\$5,416,386.72</i> |
| <i>Engineers' Estimate</i>                         | <i>\$3,860,000.00</i> |

*Due to the federal funding associated with this project, the Washington State Department of Transportation (WSDOT) set an Underutilized Disadvantaged Business Enterprise (UDBE) goal of 14%. Granite Construction Company has committed to meet this goal. Although this project has not been assigned a federal training requirement, federal guidelines for grant projects do not allow the inclusion of local agency apprenticeship programs. Consequently, there are no City apprenticeship goals for this project.*

Request: On June 3, 2024, award a construction contract for the Fourth Plain Blvd –Fort Vancouver Way to Andresen Road NHS Resurfacing Project to the lowest responsive and responsible bidder, Granite Construction Company, Vancouver, Washington, at their bid price of \$4,409,028, which includes Washington State sales tax, and authorize the City Manager, or designee, to execute the same.

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

**Motion approved the request.**

**2. Bid Award - ITB 24-27: Water Station 1 Replace Drinking Water Wells 3-5**

Staff Report: 107-24

*The Water Station 1 drinking water wells are a critical infrastructure*

component to Vancouver’s water system. The existing Wells 3, 4 and 5 were constructed in 1943, 1944 and 1962, respectively. These outdated wells are low-performing and difficult to maintain. Due to the age and condition of the equipment and structure, these wells were identified for replacement in the most recent Comprehensive Water System Plan.

This project proposes to replace the existing wells within the same wellfield to meet current standards and using modern materials. The wells will be installed within the existing City of Vancouver Water Station 1 at 2103 East Reserve Street. The drilled wells would be completed in the same aquifer as the twelve existing Water Station 1 wells. The planned wells are large diameter to produce the flow rates required for this project. This work was previously advertised under ITB 24-04 with a drilling method restricted to cable-tool drilling equipment. Only one high-cost quote was submitted under ITB 24-04. The City rejected all bids and advertised a second solicitation to include an alternative drilling method to encourage both rotary and cable-tool drillers to bid.

On April 30, 2024, the City received three bids for the project. All bids were above the engineer’s estimate, although it should be noted that this was the first well solicitation in a few decades, and the City continues to build current costs for this activity with the expectation that engineer estimates for drilling will be reflective of actual market costs over time. The costs are deemed reasonable by staff. Two of the bidders were deemed non-responsive or non-responsible.

Holt Services, Inc. provided the required experience criteria of drilling and developing similarly sized community drinking water wells. Thus, Holt Services, Inc. was determined to be the lowest responsive, responsible bidder for this solicitation.

The bids are as follows:

| <b>SUMMARY OF RESPONSIVE BIDS</b>        |                      |
|------------------------------------------|----------------------|
| <b>BIDDER</b>                            | <b>AMOUNT</b>        |
| JKA Enterprises, Inc., Monroe, WA        | Non-Responsible      |
| Tacoma Pump Drilling, Graham, WA         | Non- Responsive      |
| <b>Holt Services, Inc., Edgewood, WA</b> | <b>\$ 885,035.40</b> |
| Engineer’s Estimate with Tax             | \$ 755,465.00        |

Holt Services, Inc. has completed projects of similar size and scope in the past and has met the requested supplemental responsible bidder criteria. The contractor is unable to meet the apprenticeship goal due to the nature of the specialty work in this project. The City has confirmed there are no applicable apprenticeship programs for this project, should the scope change, staff will work with the contractor to see if apprentices can be obtained.

Request: On June 10, 2024, award a construction contract for the Water Station 1 Replace Wells 3-5 project to the lowest responsive



and responsible bidder, Holt Services, Inc. of Edgewood, WA at their bid price of \$885,035.40, which includes Washington State sales tax; and authorize the City Manager, or designee, to execute the same.

*Patrick Craney, Water Resources Engineer, 360-487-7167*

**Motion approved the request.**

**3. Bid Award - ITB 24-29: SEH Pump Station Improvements**

Staff Report: 108-24

*The SEH Pump Station was constructed in 1997 and the original pumps and appurtenances are still in use today. Wastewater pumps, valves and appurtenances have an expected useful life of up to 25 years.*

*The project will replace the aging pump station infrastructure with modern and energy efficient pumps consistent with current City standards for construction of sewage pump stations. The project will also include minor site improvements, including railings and bollards at the pump station to meet state and federal safety standards.*

*On May 14, 2024, bids were opened for this project (ITB 24-29). Bids were received from one (1) firm:*

| <b>SUMMARY OF BIDS</b>               |               |
|--------------------------------------|---------------|
| <b>BIDDER</b>                        | <b>AMOUNT</b> |
| Stellar J Corporation – Woodland, WA | \$893,726.47  |
| Engineers’ Estimate                  | \$748,950.00  |

*The low bidder, Stellar J Corporation, was found to be responsive and responsible. They also met the minimum requirements listed in the Supplemental Bidder Responsibility Criteria.*

*The Contractor intends to exceed the required 3% apprenticeship goal by utilizing 200 apprenticeship hours out of the estimated total 996 project hours.*

Request: Award a construction contract for the SEH Pump Station Improvements project to the lowest responsive and responsible bidder, Stellar J Corporation of Woodland, Washington at their bid price of \$893,726.47, which includes Washington State sales tax, and authorize the City Manager, or designee, to execute the same.

*Frank Dick, Wastewater Treatment Engineering Manager, 360-487-7179*

**Motion approved the request.**

**4. Contract Approval - C-101650 for Preventative Maintenance, General Repairs, and New Vehicle and Upfitting**

Staff Report: 109-24

*Fleet Services will be using these services to cover any equipment repairs that would otherwise be delayed due to the shop's workload. Equipment availability is one of Fleet Services key performance indicators, so staff issued a request for proposal to select a qualified firm to fulfill this contract need.*

Request: Authorize the City Manager or designee, to enter into a services agreement with Wapiti NW for the provision of preventative maintenance, new repairs and vehicle and equipment upfitting on an as-needed basis for five years in the amount of \$1,000,000.

*Dan Zenger, Equipment Superintendent, 360-487-8205;  
Jacob Mahan, Senior Management Analyst, 360-487-8195*

**Motion approved the request.**

**5. Burnt Bridge Creek Land Acquisition**

Staff Report: 110-24

*Burnt Bridge Creek flows through the city of Vancouver and has been on the 303(d) list of impaired waterbodies for bacteria, pH, DO, and temperature violations of water quality standards since 2004. City Surface Water Management identified twelve parcels (33.8 acres) to acquire for protection and restoration. This project will acquire four of those parcels, protecting 6.56 acres of critical riparian area. In 2023, 8.23 acres were purchased under separate state funding.*

Request: Approve the transactions contemplated by the Purchase and Sale Agreement and the Conservation Deed of Right and authorize the City Manager, or designee, to sign the PSA, Deed of Right, and all related documents necessary to facilitate the acquisition of the parcels.

*Kris Olinger, Engineering Program Manager, 360-487-7188;  
Mark Hazuka, Civil Engineer, 360-487-7183*

**Motion approved the request.**

**6. Award of grant funds from the PEG Capital Support Fund to public users of the Comcast Business Services, for monthly transport costs**

Staff Report: 111-24

**A RESOLUTION** relating to cable television and to the award of Public, Educational and Governmental (“PEG”) capital contribution funds to designated access providers for the City of Vancouver and Clark County, and for public Institutional Network (“I-NET”) and Comcast Business Services users for certain expenditures.

*The current cable franchise agreements between the City of Vancouver, Clark County and Comcast, which expire June 30, 2024, provide for a contribution in the amount of \$1/month per subscriber for support of a Public, Education, and Government (PEG) capital fund. One of the allowed uses of the PEG fund under the existing franchises is to reimburse local government users of Comcast Business Services for monthly transport fees. Local governments utilize Comcast Business Services to provide high-speed connectivity between key facilities and redundant services in the event of emergencies.*

*In 2018, Clark County and the City of Vancouver approved an annual award from the PEG Capital Support Fund of \$226,200 for the next six and one-half years, effective until the expiration of the Comcast Cable Franchise on June 30, 2024, to be divided among Comcast Business Services users, the City of Vancouver, Clark County, Fort Vancouver Regional Library District and the Clark County Fire District 5, for monthly transport costs.*

*Due to the impacts of the Federal Communications Commission Order 621, the renewed cable franchise agreements with Comcast Cable Communications Management, LLC, recommended for approval by the City/County Telecommunications Commission (“Commission”), will not allow for future award of funds to public users of Comcast Business Services to offset transport costs from the PEG Capital Support Grant Program. If approved, the proposed cable franchise agreements with Comcast Cable Communications Management, LLC, will commence on July 1, 2024.*

*On April 10, 2024, the Commission recommended extending the existing PEG Capital Support Grant Program Agreements with local governments through March 1, 2025. Adequate funding reserves in the PEG Capital Support Grant Program, collected under the current cable franchises, would allow one additional grant award to public users of Comcast Business Service.*

Request: On June 10, 2024, adopt a resolution, under the terms of the interlocal agreement between Clark County and the City of Vancouver, authorizing \$226,200 of PEG Capital Support Funds to be used to reimburse authorized public subscribers of Comcast Business Services monthly transport fees.

*Jim Demmon, Video Services Manager, 360-487- 8706*

**Motion adopted Resolution M-4277 to approve the request.**

**7. Amendments to the Procurement Ordinance, Vancouver Municipal Code 3.05**

Staff Report: 112-24

**AN ORDINANCE** of the City of Vancouver relating to the amendment of procurement policies and requirements set forth in Vancouver Municipal Code (VMC) Section 3.05; adopting legislative findings; amending VMC Sections 3.05.040, 3.05.240, and 3.05.330 to reflect recent changes in state law and procurement needs; providing for severability; and setting an effective date of July 1, 2024.

*The City updated its procurement ordinance in 2010, 2012, 2016, and 2023. In 2023, the State legislature modified the small works roster program and eliminated the limited works roster process, which requires amendments to the City's procurement ordinance. In addition, staff determined a new special market condition should be added to the ordinance because of the City's specific procurement needs regarding internet service providers. Proposed changes include:*

- *Section 3.05.040 Special Market Conditions: Add internet services to market conditions exempt from the procurement process.*
- *Section 3.05.240 When Bids are Required for Public Works and Improvements: Update language consistent with 2023 legislative updates.*
- *Section 3.05.330 Small Works Roster- Limited Works: Update language consistent with 2023 legislative updates.*

*Staff recommends approving the amended City Procurement Ordinance, Vancouver Municipal Code (VMC) Chapter 3.05.*

Request: On Monday, June 10, 2024, approve the amended City Procurement Ordinance, Vancouver Municipal Code (VMC) Chapter 3.05, on first reading, setting the public hearing for June 17, 2024.

*Anna Vogel, Procurement Manager, 360-487-8429*

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

**Motion approved the request.**

**8. Approval of Claim Vouchers**

Request: Approve claim vouchers for June 10, 2024.



**Motion approved claim vouchers in the amount of \$6,510,895.48.**

**9. WALK-ON ITEM: Appointments to the Salary Review Commission**

Request:

**Motion approved the request.**

**Public Hearings (Item 9-10)**

**10. Section 30 Pre-Annexation Development Agreement Amendment 1**

Staff Report: 113-24

*Section 30 was mostly active rock and gravel mining operations when it was annexed in 2008. To gain the property owners' support for annexation, the City entered into 20-year pre-annexation development agreements (PADAs). The PADAs allow property owners to retain the right to develop land uses that were allowed at the time of annexation and any that were allowed on the Columbia Tech Center (CTC) immediately to the south of Section 30. In 2009, City Council adopted a subarea plan with ECX - Employment Center Mixed Use zoning for Section 30 which envisions a mix of commercial, light industrial, and multifamily residential uses, with the expectation that Section 30 property owners would develop in a manner consistent with the subarea plan or sell to developers experienced in those forms of development. However, property owners under PADAs still retained development rights that were inconsistent with the aims of the subarea plan and still pursue uses that are inconsistent with the City's vision for Section 30.*

*For several months, staff has been communicating with the two largest property owners with PADA rights who are interested in redeveloping their properties and feel pressured to submit development applications prior to the expiration of their PADA to preserve their vested land uses. In light of the current housing crisis and evolving employment trends which have lessened demand for industrial and office in the area, the City is particularly interested in increasing the allowed housing development rights and limiting large scale monolithic development typologies. To allow time for staff to work with these current property owners to align on preferred land uses and for market conditions to become more favorable to the desired development typology, staff is proposing an amendment to extend the PADA for these two property owners by an additional year. This extension will give the property owners more leeway to work with the City on zoning revisions without risking their vested development rights.*

*If the 1-year extension is approved, staff will utilize the additional time to develop revised land use codes for Section 30 that reflect the City's current*

*vision for the region. Additionally, a second PADA amendment will be negotiated with property owners to exclude land uses that are inconsistent with the City's vision for the area in exchange for an additional 2-year extension to the PADA. The proposed code changes and the second amendment will be brought back to Council for approval.*

Request: Approve the Section 30 PADA Amendments and authorize the City Manager or designee to finalize and execute the Section 30 PADA Amendments.

*Chim Chune Ko, Principal Project Manager, 360-487-7933; Patrick Quinton, Economic Development Director, 360-487-7845; Chad Eiken, Community Development Director, 360-487-7882*

Chim Chune Ko, Principal Project Manager, Patrick Quinton, Economic Development Director, and Chad Eiken, Community Development Director, provided an overview of the Section 30 Pre-Annexation Development Agreement Amendment 1.

Council discussed the item briefly with staff.

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

- Kimberlee Goheen Elbon, La Center, WA

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

**Motion by Councilmember Fox, seconded by Councilmember Stober, and carried unanimously to approve the Section 30 PADA Amendments and execute the Section 30 PADA Amendments.**

## **11. 2024 Charter Review Committee Recommendations**

Staff Report: 114-24

### ***Resolution #1***

**A RESOLUTION** to submit to the voters of the City of Vancouver a proposal to amend Article II, Section 2.06 of the City Charter removing obsolete and non-inclusive language and replacing it with language more aligned with the Americans with Disabilities Act (ADA).

### ***Resolution #2***

**A RESOLUTION** to submit to the voters of the City of Vancouver a proposal to amend Article II, Section 2.18d of the City Charter clarifying ambiguous

language around the use of the external economic indicator for calculating salary increases and timing by which a biennial salary schedule ordinance be adopted.

### **Resolution #3**

**A RESOLUTION** to submit to the voters of the City of Vancouver a proposal to amend Article III, Section 3.03 of the City Charter removing language that does not reflect the two-year fiscal biennium budget cycle mandated by RCW 35.34.040 and as presently provided for by city ordinance.

### **Resolution #4**

**A RESOLUTION** to submit to the voters of the City of Vancouver a proposal to amend Article X, Sections 10.03 and 10.04 of the City Charter removing language referencing physical paper and indelible signatures that would prevent the acceptance of electronic signature on petitions.

### **Resolution #5**

**A RESOLUTION** to submit to the voters of the City of Vancouver a proposal to delete Article XI, Section 11.05 of the City Charter, eliminating an administrative burden that is no longer necessary.

*The City of Vancouver's charter requires a committee of 15 residents be appointed at least every five years to review the charter and make recommendations to the City Council on potential changes. The 2024 Charter Review Committee held seven meetings between October 2023 and April 2024 and is recommending five amendments to the charter for consideration by the City Council.*

*The proposed amendments, in the order they appear in the charter, include:*

- **Section 2.06 Vacancies Defined** - Removing identified non-inclusive language and replacing it with language that is more aligned with the Americans with Disabilities Act (ADA).
- **Section 2.18d Citizens' Commission on Mayor/City Council Salaries** – Clarifying ambiguous language around the use of the external economic indicator for calculating salary increases and timing by when a biennial salary schedule ordinance be adopted. This is a staff proposal.
- **Section 3.03 Powers and Duties** – Removing language that does not reflect the two-year biennium budget cycle mandated by RCW 35.34.040 and as presently provided by city ordinance. This is a staff proposal.
- **Section 10.03 Petitions and Committees and 10.04 Filing and Certifying** – Removing language referencing paper and indelible signatures that would prevent the acceptance of electronic signature

on petitions.

- **Section 11.05 Contracts Beyond One Year – Removing this section in its entirety as it creates an administrative burden and is no longer necessary because of more recent changes to the Vancouver Municipal Code. This is a staff proposal**

Request: On June 10, 2024, adopt resolutions placing some or all of the proposed amendments to the City of Vancouver's charter on the November 5, 2024, general election ballot.

*Aaron Lande, Policy & Program Manager, 360-487-8612*

Aaron Lande, Program and Policy Development Manager, provided an overview of the 2024 Charter Review Committee Recommendations.

Council discussed the item briefly with staff.

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

- Kimberlee Goheen Elbon, La Center, WA
- Greg Kimsey, Vancouver

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

#### **Resolution 1**

**Motion by Councilmember Paulsen, seconded by Councilmember Fox, and carried unanimously to approve Resolution M-4278.**

#### **Resolution 2**

**Motion by Councilmember Perez, seconded by Councilmember Stober, and carried unanimously to approve Resolution M-4279.**

#### **Resolution 3**

**Motion by Councilmember Paulsen, seconded by Councilmember Harless, and carried unanimously to approve Resolution M-4280.**

#### **Resolution 4**

**Motion by Mayor McEnerny-Ogle, seconded by Councilmember Fox, and carried unanimously to remand the resolution back to staff to update the language.**

#### **Resolution 5**

**Motion by Councilmember Stober, seconded by Councilmember**



**Paulsen, and carried unanimously to approve Resolution M-4281.**

## **Unfinished Business (Item 11)**

### **12. Charter Review Recommendation - Districting Work Plan**

- Request: At the June 10 Council meeting, under Unfinished Business, Council is requested to:
- Identify the three councilmembers who will serve on the ad hoc committee
  - Identify the preferred 2025 election date

*Aaron Lande, Program and Police Manager, 360-487-8612*

**Councilmember Stober, Paulsen and Fox were selected as the ad hoc committee.**

**Council chose the November 4, 2025, election as their preferred date.**

## **Communications**

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

### **B. From the Mayor**

### **C. From the City Manager**

Apprenticeship Policy Update

Anna Vogel, Procurement Manager, discussed the Apprenticeship Policy Update.

## **EXECUTIVE SESSION RE: PERSONNEL - RCW 42.30.110(1)(g) (1.5 HR)**

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 8:11-9:41 p.m. to discuss Personnel.

## **Adjournment**

9:41 p.m.

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Anne McEnerny-Ogle, Mayor

Attest:

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Natasha Ramras, City Clerk

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

**From:** [City Council](#)  
**To:** [Dollar, Sarah](#)  
**Subject:** FW: Agenda Comments 6-10-24  
**Date:** Monday, June 10, 2024 11:42:31 AM

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**From:** Francis Scroggins-Ocansey [REDACTED]  
**Sent:** Monday, June 10, 2024 11:30 AM  
**To:** City Council <council@cityofvancouver.us>  
**Cc:** [REDACTED]  
**Subject:** Agenda Comments 6-10-24

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

My name is Francis Scroggins-Ocansey and I'm a student at Clark Community College. I'm currently in enrolled in the Global Climate Change course and wanted to engage in current policy proposals that will have an effect on climate change on a local level.

I'm in full support of the Green Building Policy. It addresses the future growth of the city in a energy efficient manner. The success of this policy can show other cities in the state or throughout the country that development can be thorough, efficient and clean.

I also appreciate the consideration of wildlife and vegetation in the policy (example, Bird friendly-design and Tree, Vegetation, and Soil Conservation).

I appreciate the effort in the reduction of GHG. It's nice to know that I get to live in an area that cares about our emissions and is taking initiative to do something about it.

Kind Regards,

Francis

**From:** [KAREN FRED GARMIRE](#)  
**To:** [City Council](#)  
**Subject:** For Council: Budget Considerations for NatureSpaces Funding  
**Date:** Monday, June 10, 2024 9:01:11 AM

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

I urge City Council to support the NatureSpaces Program during the Budget process with funding allocated for a full time staff person.

I have been a volunteer team leader for this program for restoration of Behrens Woods, one of three Parks in the program and have seen firsthand the multiple benefits of NatureSpaces.

Just one year ago, Behren's Woods, a two acre urban forested park, was overrun with Ivy and other invasive species. Work is still underway, but the transformation of this Park has been amazing and is a model for similar efforts around the City. The removal of invasive species has allowed the large conifer and deciduous trees, and their understory to thrive. There is still work to be done but Behrens Woods is well on its way to being a healthy natural ecosystem within the City of Vancouver.

As Council evaluates the many competing priorities in the Budget Program, please consider the following in evaluating NatureSpaces funding:

1. Last year (2023) over 1500 volunteer hours were donated and 2400 native species were planted. 2024 is on track to exceed the 2023 statistics and this only includes direct volunteerism for NatureSpaces. The program has attracted interest from other groups including a partnership with Washington Trails Association (WTA) for construction of Accessible trails which are currently about 50% complete and anticipated to be completed in 2024.
2. The NatureSpaces program is consistent with the City's Climate Action Framework and in particular the goals for a Carbon Rich Natural System and native and climate resilient planting. Strategy NS-1 is to increase carbon storage in trees, vegetation and soil. Restoring existing areas is a much more cost effective approach to carbon storage by maximizing existing potential in these urban ecosystems, many of which are currently stressed. NatureSpaces is focused on restoration of these urban areas that will increase carbon storage
3. Behrens Woods is located directly across the street from a large apartment complex and within a half mile of two other large apartment complexes and is heavily used by these residents. The Park contains a trail system with educational signs and ready access to a natural space consistent with the City's goal to provide equitable access to urban green space. The completion of the Accessible Trails by WTA will further increase access to this urban forested park.

NatureSpaces is a program that advances multiple City's goals with a reliance on volunteerism; it has a high return on investment. The bottom line is that this Program cannot exist without City Staff support ; it would not be feasible for volunteers to

perform the myriad of tasks and coordination necessary for this Program. Without the dedicated City Staff support, NatureSpaces will not exist in its current form. This is a strong, viable program that needs a dedicated staff member. I strongly encourage you to include funding for a dedicated NatureSpaces staff member in City of Vancouver Budget.

Karen Garmire



**From:** [Kate Altenhof-Long](#)  
**To:** [City Council](#)  
**Subject:** Please Fund Naturespaces Program  
**Date:** Monday, June 10, 2024 10:23:31 AM

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[You don't often get email from [REDACTED]. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

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

Hello Esteemed City Council Members,

I'm asking you today to consider continuing to fund a city coordinator for the Naturespaces Program.

I have lived in the neighborhood with the Behrens Woods green space since before it was a designated green space. Yes, quite possibly now you know I'm old!

Before it was donated to the city, the woods were honestly a scary hazard. The property was a place to dump trash and strip cars and kids met to drink. Kids most definitely still meet up in the woods...but it's more like a high school picnic lunch spot now, I think, and a nice place to walk through with great paths instead of just an empty place with trash which inspires others to dump larger items. The dumping used to be a much larger and more regular problem when there were less folks walking in the woods!

As a neighbor of the woods and then a member of our Bella Vista Neighborhood Association Board, I was so proud of us when we would gather twice a year to pull ivy off trees. Well...flash forward about 20 years and guess what? Our effort may have saved some trees from dying but the ivy is still very much entrenched...we didn't even make a dent in the invasive English Ivy.

Having a Naturespaces coordinator to keep Behrens Woods on the schedule to invite folks from around the city to come and help us in the local green spaces is huge. I know when you look at a budget, it's rough as there are many worthy programs. So I will add that in the financial arena, having a staff member invite and coordinate volunteers pours in so many hours of work that the city does not have to directly fund. Having the woods be clean and accessible has definitely changed the tone from unappealing to inviting to folks just walking or driving through the neighborhood. Taking the next step to actually committing to eradicate the ivy I now understand will require work parties twice a month and not just our original efforts twice a year.

The city coordinating work parties and posting online to invite in volunteers from around our area is wonderful. It's so uplifting to pull ivy next to a new volunteer. I've met some very nice folks pulling ivy and I like to think that the camaraderie and the great feeling of working together to pull the huge piles of ivy gives the spirit a boost which resonates with the volunteers beyond our two-hour time of volunteering. I also hope that the volunteers come back to walk in the woods and enjoy them, and watch for our local resident owls.

Thanks for listening and for considering funding the wonderful Naturespaces program.

Kate Altenhof-Long  
Bella Vista Neighborhood  
Vancouver, Washington

Sent from my iPhone

**From:** [Greg Kimsey](#)  
**To:** [Dollar, Sarah](#)  
**Cc:** [Amanda Migchelbrink](#); [Cathie Garber](#); [Young, Jonathan](#); [Cook, Nena](#)  
**Subject:** RE: Elections calendar and deadlines for 2025  
**Date:** Monday, June 10, 2024 11:31:05 AM  
**Attachments:** [image001.png](#)  
[image006.png](#)  
[image009.png](#)

---

Hi Sarah, Jonathan Young suggested I send you this email where I request that the proposed amendment to Section 10.03 remain unchanged from the current language except for the addition of a sentence at the end that says “ Electronic signatures on petitions will be accepted when Washington law authorizes electronic signatures on petitions.”

I intend to testify in support of the above request at this evening’s council meeting.

Regards,  
Greg

---

**From:** Amanda Migchelbrink <[REDACTED]>  
**Sent:** Monday, June 10, 2024 7:28 AM  
**To:** Cathie Garber [REDACTED]  
**Subject:** FW: Elections calendar and deadlines for 2025

Please see the email below.

---

**From:** Young, Jonathan <[Jonathan.Young@cityofvancouver.us](mailto:Jonathan.Young@cityofvancouver.us)>  
**Sent:** Friday, June 7, 2024 2:10 PM  
**To:** Cook, Nena <[Nena.Cook@cityofvancouver.us](mailto:Nena.Cook@cityofvancouver.us)>; Amanda Migchelbrink <[REDACTED]>  
**Subject:** FW: Elections calendar and deadlines for 2025

Hi Amanda,

Thanks for reaching out. Resolution 4 would simply remove an impediment to collecting electronic signatures that currently exists within the Vancouver City Charter – it would not authorize the actual use of this method yet. If Resolution 4 is adopted by the Vancouver City Council, the City would invite the voters of Vancouver to change a charter provision that currently prevents the City from authorizing collection of initiative signatures in anything other than ink or indelible pencil. With that said, the Vancouver City Council has observed that the actual change to accepting electronic signatures cannot occur unless/until state law allows it. If/when that happens, the City Council also expects that City Staff would collaborate with Clark County Elections Officials to ensure that the County is ready for implementation of this change before formal adoption. I’m copying our Deputy City Attorney Nena Cook who advises the Charter Review Commission and may have additional thoughts to share.

I hope this helps!

Jonathan

**Jonathan Young** | City Attorney  
CITY OF VANCOUVER, WASHINGTON  
**P:** 360-487-8511 **TTY:** 360-487-8602  
[www.cityofvancouver.us](http://www.cityofvancouver.us)  
Pronouns: he/him



**Please note:** The Vancouver City Attorney's Office provides legal advice and representation to the Vancouver City Council, City Manager, Department Directors, Managers and Employees. The information above is intended to be general in nature and should not be construed to be legal advice from an attorney to a client. The Clark County Bar Association maintains a Southwest Washington lawyer referral service should you be in need of individual legal advice or representation. Emails to and from public email accounts, and any related attachments, may be subject to public disclosure under state law. Thank you.

---

**From:** Amanda Migchelbrink <[REDACTED]>  
**Sent:** Friday, June 7, 2024 12:11 PM  
**To:** Young, Jonathan <[Jonathan.Young@cityofvancouver.us](mailto:Jonathan.Young@cityofvancouver.us)>  
**Subject:** FW: Elections calendar and deadlines for 2025

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

Jonathan,

I'm not sure which City Attorney is representing the City's charter review commission, so I sent this email to you. Elections received the below email on Tuesday and there are some big concerns with Resolution 4 regarding electronic signatures. I have attached a court decision that clarifies that these types of measures cannot be done. The Clark County Elections Department cannot do anything with electronic signatures and cannot accept them because the state does not allow it.

Can you give me more information on this resolution? It does not appear to be legally possible.

Thank you,

Amanda

---

**From:** Peck, Kerry <[Kerry.Peck@cityofvancouver.us](mailto:Kerry.Peck@cityofvancouver.us)>

**Sent:** Tuesday, June 4, 2024 11:19 AM

**To:** Sharla Comastro <[REDACTED]>

**Cc:** Cathie Garber <[REDACTED]>

**Subject:** RE: Elections calendar and deadlines for 2025

Hello Sharla,

Attached are our resolutions. We might have one for a special elections next year. Also, we are going to council on June 10<sup>th</sup> for final approval, hopefully. Please let us know if you have any questions.

Until next time,  
Kerry

Kerry Peck | Administrative Assistant  
City of Vancouver  
City Manager's Office  
Office: 360-487-8616  
[cityofvancouver.us](http://cityofvancouver.us)



---

**From:** Sharla Comastro <[REDACTED]>

**Sent:** Tuesday, June 4, 2024 9:21 AM

**To:** Peck, Kerry <[Kerry.Peck@cityofvancouver.us](mailto:Kerry.Peck@cityofvancouver.us)>

**Cc:** Cathie Garber <[Cathie.Garber@clark.wa.gov](mailto:Cathie.Garber@clark.wa.gov)>

**Subject:** RE: Elections calendar and deadlines for 2025

Hi Kerry,

We would like to request a copy of the language of these charter amendments so that we may review them in case we had any questions or needed clarification of them. Is this something that you can forward to us please?

Thanks,  
Sharla



**Sharla Comastro**

Office Supervisor and Signature Verification Lead  
CLARK COUNTY ELECTIONS  
564.397.4526

---

**From:** County Elections General Delivery <[elections@clark.wa.gov](mailto:elections@clark.wa.gov)>

**Sent:** Monday, June 3, 2024 9:59 AM

**To:** Peck, Kerry <[Kerry.Peck@cityofvancouver.us](mailto:Kerry.Peck@cityofvancouver.us)>; Sharla Comastro

[REDACTED]

**Subject:** RE: Elections calendar and deadlines for 2025

Hi Kerry,

The deadline for the November 2024 election is to provide the complete signed resolution with the ballot language included, an explanatory statement written by the city attorney for the voters' guide, and members of the community who would like to be on a committee to write statements for and against the propositions. This deadline is August 5<sup>th</sup>.

The deadline for the 2025 elections are:

Last day to file resolutions and other materials for the February 11, 2025 special election is Dec. 13

Last day to file resolutions and other materials for the April 22, 2025 special election is Feb. 21

Last day to file resolutions and other materials for the August 5, 2025 election is May 2

Last day to file resolutions For the November 4, 2025 election is August 5

Costs for jurisdictions are allocated based on how many jurisdictions are placing something on the ballot and how many voters you will have participating. So, an election that has many jurisdictions placing something on the ballot (such as a November) will be cheaper than if you



are the only jurisdiction having an election (such as a very small February or April).

Sincerely,  
Cathie Garber

---

**From:** Peck, Kerry <[Kerry.Peck@cityofvancouver.us](mailto:Kerry.Peck@cityofvancouver.us)>  
**Sent:** Monday, June 3, 2024 9:40 AM  
**To:** Sharla Comastro <[REDACTED]>; County Elections General Delivery  
<[elections@clark.wa.gov](mailto:elections@clark.wa.gov)>  
**Subject:** RE: Elections calendar and deadlines for 2025

Hello There,

I am following up on our questions below about due dates for special elections in 2025. We are gathering information for council and our deadline is tomorrow. Any information would be helpful.

We are getting close to having consensus from council on what we would like to go onto the 2024 November ballot. We believe that there will be 5 or 6 items. Though, there might be one item that will need to be held over to 2025. Could you tell me the deadlines for Special (Feb?), Primary (Aug?), General (Nov) elections? Also, is there a difference in cost to placing something on the different 2025 ballot?

Until next time,  
Kerry

Kerry Peck | Administrative Assistant  
City of Vancouver  
City Manager's Office  
Office: 360-487-8616  
[cityofvancouver.us](http://cityofvancouver.us)



**From:** Peck, Kerry  
**Sent:** Wednesday, May 29, 2024 10:04 AM  
**To:** Sharla Comastro <[REDACTED]>  
**Subject:** RE: Elections calendar and deadlines for 2024

Hi Sharla,

We are getting close to having consensus from council on what we would like to go onto the 2024 November ballot. We believe that there will be 5 or 6 items. Though, there might be one item that will need to be held over to 2025. Could you tell me the deadlines for Special (Feb?), Primary (Aug?), General (Nov) elections? Also, is there a difference in cost to placing something on the different 2025 ballot?

Until next time,  
Kerry

Kerry Peck | Administrative Assistant  
City of Vancouver  
City Manager's Office  
Office: 360-487-8616  
[cityofvancouver.us](http://cityofvancouver.us)



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**From:** Sharla Comastro <[REDACTED]>  
**Sent:** Tuesday, April 30, 2024 11:32 AM  
**To:** Peck, Kerry <[Kerry.Peck@cityofvancouver.us](mailto:Kerry.Peck@cityofvancouver.us)>  
**Subject:** RE: Elections calendar and deadlines for 2024

Hi Kerry,

We do not accept thumb drives, however, we can accept the paperwork electronically (preferred method) or in person. When you submit, please include the Resolution Cover Sheet, the resolution that contains the ballot language, the explanatory statement as well as the pro/con statement committee member names. Also, please provide a Word version of the resolution and explanatory

statement. By providing us the Word version, it allows an easier transfer to our VoteWA system.

I would like to invite you to explore the important information to jurisdictions that is available on our website. Here is the link for your convenience: <https://clark.wa.gov/elections/jurisdictions> . Please use the Resolution Cover Sheet as well as the Committee For and Against appointment form that are listed.

I hope this answers your question. Please let me know if you need anything else.

Thanks,  
Sharla



**Sharla Comastro**

Office Supervisor and Signature Verification Lead  
CLARK COUNTY ELECTIONS  
564.397.4526

---

**From:** Peck, Kerry <[Kerry.Peck@cityofvancouver.us](mailto:Kerry.Peck@cityofvancouver.us)>  
**Sent:** Monday, April 29, 2024 3:56 PM  
**To:** Sharla Comastro <[REDACTED]>  
**Subject:** RE: Elections calendar and deadlines for 2024

One last question. The last time. I brought items to the elections office for the ballot it had to be on a thumb drive. Can we now email them to you or do we have to come in in person?

Until next time,  
Kerry

Kerry Peck | Administrative Assistant  
City of Vancouver  
City Manager's Office  
Office: 360-487-8616  
[cityofvancouver.us](http://cityofvancouver.us)



---

**From:** Sharla Comastro [REDACTED]  
**Sent:** Monday, April 29, 2024 3:41 PM  
**To:** Peck, Kerry <[Kerry.Peck@cityofvancouver.us](mailto:Kerry.Peck@cityofvancouver.us)>  
**Cc:** Cathie Garber <[REDACTED]>  
[REDACTED]  
**Subject:** RE: Elections calendar and deadlines for 2024

Hi Kerry,

Yes, I would have to stick with my original estimate. This, of course, would change if other jurisdictions decide to file a resolution.

Thanks,  
Sharla



**Sharla Comastro**  
Office Supervisor and Signature Verification Lead  
CLARK COUNTY ELECTIONS  
564.397.4526

---

**From:** Peck, Kerry <[Kerry.Peck@cityofvancouver.us](mailto:Kerry.Peck@cityofvancouver.us)>  
**Sent:** Monday, April 29, 2024 3:36 PM  
**To:** Sharla Comastro [REDACTED]  
[REDACTED]  
[REDACTED]  
**Subject:** RE: Elections calendar and deadlines for 2024

Thank you, Sharla. Is the cost the same as below?

Until next time,  
Kerry

Kerry Peck | Administrative Assistant  
City of Vancouver  
City Manager's Office  
Office: 360-487-8616

[cityofvancouver.us](http://cityofvancouver.us)



---

**From:** Sharla Comastro <[Sharla.Comastro@clark.wa.gov](mailto:Sharla.Comastro@clark.wa.gov)>

**Sent:** Monday, April 29, 2024 3:30 PM

**To:** Peck, Kerry <[Kerry.Peck@cityofvancouver.us](mailto:Kerry.Peck@cityofvancouver.us)>

**Cc:** Cathie Garber [REDACTED]  
[REDACTED]

**Subject:** RE: Elections calendar and deadlines for 2024

Hi Kerry,

Yes, the deadline to submit ballot resolutions for the November 5, 2024 General Election is August 6<sup>th</sup>.

Pro and con statements do not appear on the ballot. Each Charter amendment would count as one.

Thanks,  
Sharla



**Sharla Comastro**

Office Supervisor and Signature Verification Lead

CLARK COUNTY ELECTIONS

564.397.4526

---

**From:** Peck, Kerry <[Kerry.Peck@cityofvancouver.us](mailto:Kerry.Peck@cityofvancouver.us)>

**Sent:** Monday, April 29, 2024 1:56 PM

**To:** Sharla Comastro [REDACTED]  
[REDACTED]

**Subject:** RE: Elections calendar and deadlines for 2024



Hello There,

I would like to confirm the due date and cost for items on the ballot for the November election.

Due date is August 6<sup>th</sup>, 2024

Cost per item (I think we will have between 4 and 6 Charter items) and if there are pro and con statements, does that count as one or two items?

- For one item on the ballot, your estimated cost would be approximately \$30,000-40,000.
- For seven items (as appeared on the 2019 ballot), your estimated cost would be approximately \$60,000-70,000.

Until next time,  
Kerry

Kerry Peck | Administrative Assistant  
City of Vancouver  
City Manager's Office  
Office: 360-487-8616  
[cityofvancouver.us](http://cityofvancouver.us)



---

**From:** Sharla Comastro <[REDACTED]>  
**Sent:** Friday, July 14, 2023 1:26 PM  
**To:** Peck, Kerry <[Kerry.Peck@cityofvancouver.us](mailto:Kerry.Peck@cityofvancouver.us)>  
**Subject:** RE: Elections calendar and deadlines for 2024

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

Good afternoon Kerry,

As with any election cost estimate, election costs are based on active registered voters, how

many jurisdictions as well as the number of issues per jurisdiction, wages/salaries, paper costs, office costs, postage changes, etc. At any time, a jurisdiction can provide a levy or bond to appear on a ballot which could lower costs. Based on previous elections, to appear on the General 2024 ballot, I **estimate** your share of the cost is as follows:

- For one item on the ballot, your estimated cost would be approximately \$30,000-40,000.
- For seven items (as appeared on the 2019 ballot), your estimated cost would be approximately \$60,000-70,000.

If you have any questions, please let me know.

Thanks,  
Sharla



**Sharla Comastro**

Office Supervisor and Signature Verification Lead  
CLARK COUNTY ELECTIONS  
564.397.4526

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**From:** County Elections General Delivery <[elections@clark.wa.gov](mailto:elections@clark.wa.gov)>

**Sent:** Wednesday, July 12, 2023 4:00 PM

**To:** Peck, Kerry <[Kerry.Peck@cityofvancouver.us](mailto:Kerry.Peck@cityofvancouver.us)>

**Cc:** Sharla Comastro <[REDACTED]>

**Subject:** RE: Elections calendar and deadlines for 2024

Kerry,

May 10<sup>th</sup> would be the deadline to put it on the August Ballot and August 6 is the deadline for the November ballot.

Sharla can give you a rough quote but election costs vary, and your portion is dependent on the number of charter amendments submitted to us for placement on the ballot, I have copied her on

this email.

Thank you,  
Rich



**Richard Cooper**

Assistant Manager  
CLARK COUNTY ELECTIONS  
Direct: 564.397.5176  
Office: 564.397.2345

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**From:** Peck, Kerry <[Kerry.Peck@cityofvancouver.us](mailto:Kerry.Peck@cityofvancouver.us)>  
**Sent:** Wednesday, July 12, 2023 12:09 PM  
**To:** County Elections General Delivery <[elections@clark.wa.gov](mailto:elections@clark.wa.gov)>  
**Subject:** Elections calendar and deadlines for 2024

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

Hi There,

The City of Vancouver is preparing to for our 5 year Charter Review and will most likely have items for the 2024 ballot. I am gathering information on the elections calendar and deadlines for 2024. Would you be able to provide that information? Also, the cost of items to put on the ballot.

Until next time,  
Kerry

**Kerry Peck** | Administrative Assistant (she/her)



CITY OF VANCOUVER, WASHINGTON

City Manager's Office/Administrative Assistant

P: (360) 487-8616

[www.cityofvancouver.us](http://www.cityofvancouver.us) | [www.cityofvancouver.us/socialmedia](http://www.cityofvancouver.us/socialmedia)



TO the Clerk or whoever is in charge of the on-line application for submitting a PROCLAMATION to the City of Vancouver. I tried many times to get through the "captcha" pictures with no success; so I am scanning the enclosed two pages. The first page is directing staff to put both pages on PUBLIC RECORD and to Please deliver to all City Council Members.

Thank You for looking into the problem with the on-line submission application and have a Great Day.

Kimberlee Goheen Elbon and Carmen De Leon-resident of Vancouver WA USA  
*peolacenter522@aol.com*

THIS IS AN OFFICIAL SUBMISSION to The City of Vancouver and the City Council members for  
A PROCLAMATION of INDEPENDENCE MONTH for the month of JULY 2024

Total pages included are three; this page, the directives and the Proclamation.



PUT THESE DOCUMENTS ON PUBLIC RECORD FOR the next CITY COUNCIL meeting  
and Please deliver copies to all Council members.

DATED this 28<sup>th</sup> day of May 2024.

TO: The City Council Members

WE THE PEOPLE are submitting a PROCLAMATION to be proclaimed by the month  
of JULY 2024.

Signed ~ Kimberlee Goheen Elbon and Carmen De Leon Citizens of Clark County  
WA USA.

1 ~ 2

A handwritten signature in black ink, appearing to be '213' or similar, enclosed in a circle.

# PROCLAMATION

Whereas ~ In the year of Our Lord 1776 congress declared its Freedom from Great Britain. That these colonies are Free and Independent States and are absolved from the British crown and

Whereas ~ In the year of our lord 1776 Independence Day will be the most memorable Epocha, in the History of America; Celebrating with Parades, Guns, Bells, Bonfires and Illuminations from one end of this Continent to the other from this Time forward forever more." John Adams wrote and

Whereas ~ Congress approved the actual DECLARATION of INDEPENDENCE document on July 4, 1776 and in September 17, 1787 drafted in secret by delegates to the Constitutional Convention during the summer of 1787 establishing The Government of The United States and guarantying our Right to abolish any government or alter them if they become destructive, and institute new government. And

NOW THEREFORE ~ Keeping with the rich Heritage, Patriotism and History of the largest Celebration this side of The Mississippi River at The Historical Fort Vancouver Barracks for Generations to come here in Clark County WA USA ~ WE THE PEOPLE hereby Proclaim with the Vancouver City Council ~ JULY as

~~~~~ INDEPENDENCE MONTH ~~~~~

In Clark County "We hold these Truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable rights, among these are Life, Liberty and the pursuit of Happiness Amen.

Signed this 29<sup>th</sup> day of May 2024

VANCOUVER CITY COUNCIL

Kimberlee Goheen Elbon

Carmen De Leon

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2-2

**Staff Report: 163-24**

**To:** Mayor and City Council  
**From:** City Manager  
**Date:** August 26, 2024

**Subject**

Construction Acceptance - Ross Street LID Retrofits

**Key Points**

- The project installed stormwater improvements in NE Ross St. to provide runoff treatment and flow control.
- A portion of this project was funded by the Washington State Department of Ecology.
- Western United Civil Group, LLC exceeded the apprenticeship utilization goal of 3%.

**Strategic Plan Alignment**

**Climate and Natural Systems** – environmental stewardship and efforts to address climate change to ensure a sustainable future

**Present Situation**

Western United Civil Group, LLC has completed construction of the Ross Street LID (Low Impact Development) Retrofits. This project constructed two bioretention facilities and infiltration facilities in the public right-of-way to collect, treat, and infiltrate stormwater runoff. This project will ultimately improve water quality in Burnt Bridge Creek. Previously untreated stormwater runoff from NE Ross Street, which discharged directly into Burnt Bridge Creek.

The work was completed satisfactorily and in accordance with the plans and specifications. Contract costs are summarized below:

| TOTAL CONTRACT COSTS          |                |
|-------------------------------|----------------|
|                               |                |
| Labor, Equipment and Material | \$1,262,880.31 |
| Total                         | \$1,262,880.31 |
| Sales Tax                     | \$0.00         |

The original contract amount was \$942,156.00. The final construction cost was \$1,077,840.63, which was \$135,684.63 (14%) higher than the original contract amount. Ecology approved additional funding to cover costs of change orders. The increased cost mostly resulted from two issues. First, existing unlocated Bonneville Power Administration (BPA) utilities crossing the right-of-way presented challenges during construction as they could not be relocated or altered, requiring the City to revise the design. Second, was grinding and repaving NE Ross Street along the entire project site,

which wasn't included in the original bid.

This project was partially funded by a grant from the Washington Department of Ecology, through the Stormwater Financial Assistance Program. Ecology reimbursed \$707,255 or 65% of the construction costs.

Western United Civil Group, LLC exceeded the City's requirement for Apprenticeship Utilization on this project of 3% by utilizing 202 apprenticeship hours out of the total 5,066 project hours.

**Advantage(s)**

1. Completes the City's contractual and statutory process for accepting the project.
2. Formal project acceptance allows for closure on third-party bond claims.

**Challenge(s)**

None

**Budget Impact**

Funds for these improvements were appropriated in 2023-2024 Surface Water Capital Budget.

**Prior Council Review**

1. Approval of the 2023-2024 Surface Water Construction Capital Budget.
2. Award of contract at the May 1, 2023, Vancouver City Council Meeting.

**Action Requested**

On August 26, 2024, accept the Ross Street LID Retrofits as constructed by Western United Civil Group, LLC, of Yacolt, WA, release of contract bonds subject to receipt of all documentation required by law.

**Staff Contact**

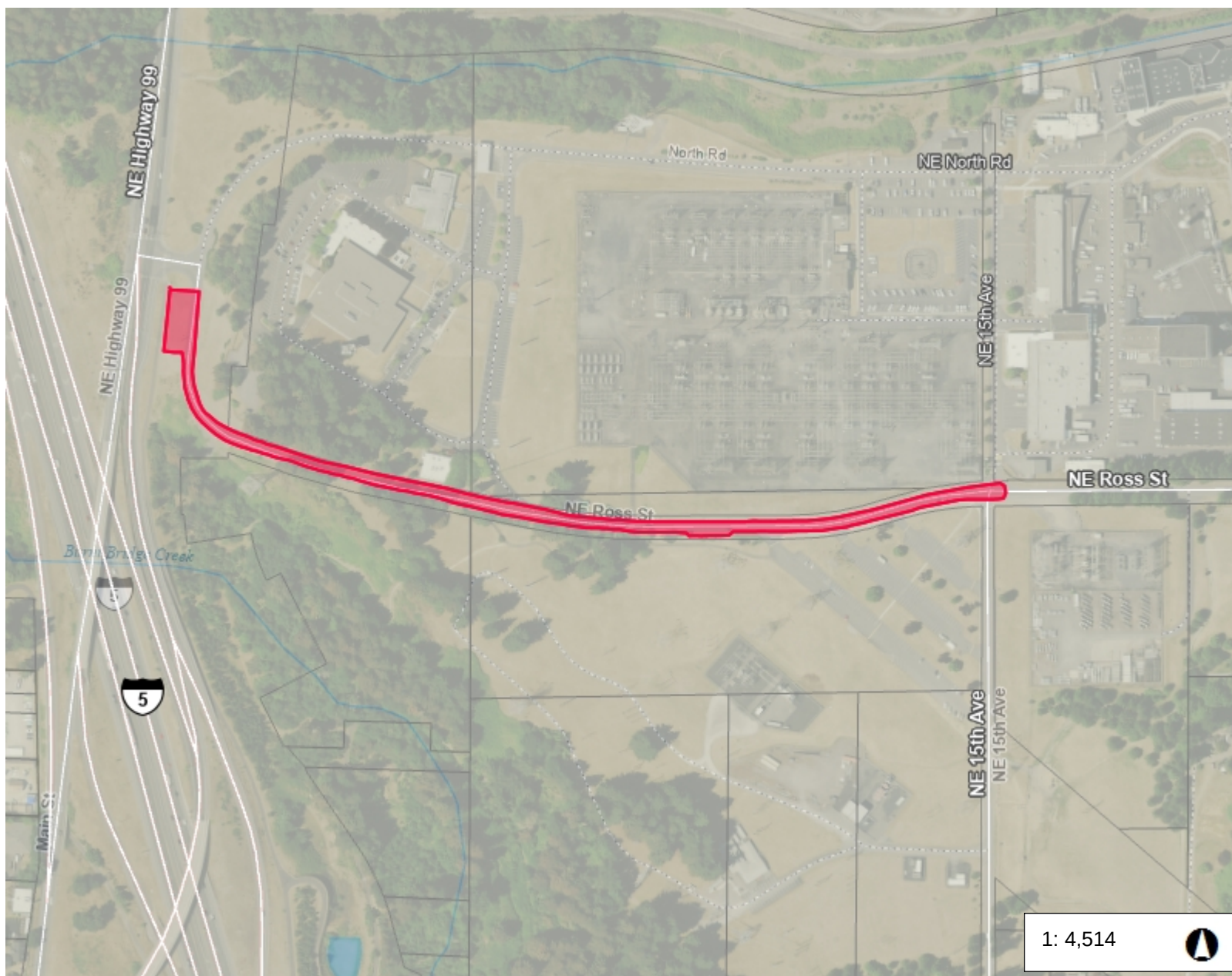
Aron Rice, Senior Civil Engineer, Mark Hazuka, Civil Engineer, aron.rice@cityofvancouver.us, mark.hazuka@cityofvancouver.us

**Attachments:**

1. Ross St City Council Map



## NE Ross St LID Retrofits



### Legend

- ☐ Taxlots
- All Roads
  - Interstate or State Route
  - Arterial
  - Collector
  - Private or Other

### Notes:

752.3 0 376.17 752.3 Feet

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information. Taxlot (i.e., parcel) boundaries cannot be used to determine the location of property lines on the ground.



**Staff Report: 164-24**

**To:** Mayor and City Council  
**From:** City Manager  
**Date:** August 26, 2024

**Subject**

Partial Vacation - Existing Public Drainage Easement Conveyed to Drainage Improvement District No. 11 over Property 100663000 Recorded Under AFN G131473

**Key Points**

- Partial vacation of drainage easement recorded under Auditor's File Number G131473 will release a portion of encumbered private properties.
- No drainage ditch, piping or channel were ever constructed within the Drainage Easement area.
- Staff is recommending the collection of no compensation for the vacated area.

**Strategic Plan Alignment**

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

**Present Situation**

The drainage easement was granted to the Drainage and Improvement District No. 11 by easement recorded on August 13, 1953, under Clark County Washington Auditor's File No. G131473 (the "Drainage Easement"). The Drainage and Improvement District No. 11 has long since been dissolved and the property has been annexed into the City of Vancouver. The existing drainage easement comprises a strip of land not to exceed 40 feet in width that runs northeast to southwest across the property and extends to the City right-of-way. An existing house and shop are located directly on top of the easement. Staff has determined that the existing easement will not be needed for maintenance of existing or proposed public storm facilities. The partial vacation of the easement will therefore unencumber the property, so the proposed development can proceed.

**Advantage(s)**

Releasing easement area reduces encumbrance on the lot so it may be developed per the attached site plan.

**Challenge(s)**

None

**Budget Impact**

None

**Prior Council Review**

None

**Action Requested**

Authorize the City Manager, or designer, to sign the attached easement release.

**Staff Contact**

Aron Rice, Senior Civil Engineer, Mark Hazuka, Civil Engineer, aron.rice@cityofvancouver.us, mark.hazuka@cityofvancouver.us

**Attachments:**

1. Drainage Easement Release Request from Roy D. Platt
2. Site Plan
3. Partial Easement Release AFN G131473

Hello Mark,

Following up to provide the basis for the property owners' request to terminate the unused drainage easement. Our firm represents Ron and Rosemary Fryer. The Fryers, through their revocable trust, own real property commonly known as 5118 NE Saint James Road, Vancouver, WA 98663 (the "Property"). The Property is formally vested in Ronald Christian Fryer and Rosemary Fryer, Co-Trustees of the Fryer Family Revocable Trust, dated August 22, 2022.

The Property is subject to a drainage easement that was granted to the Drainage and Improvement District No. 11 by easement recorded on August 13, 1953 under Clark County Washington Auditor's File No. G131473 (the "Drainage Easement"). A copy of the Drainage Easement is attached. The Drainage and Improvement District No. 11 has long since been dissolved and the Property has been annexed into the City of Vancouver.

The location of the Drainage Easement in relation to the Property is shown in the attached Existing Conditions map. You will see that portions of the existing home and shop buildings are located directly on top of the Drainage Easement. The county GIS indicates these buildings were first constructed in 1960.

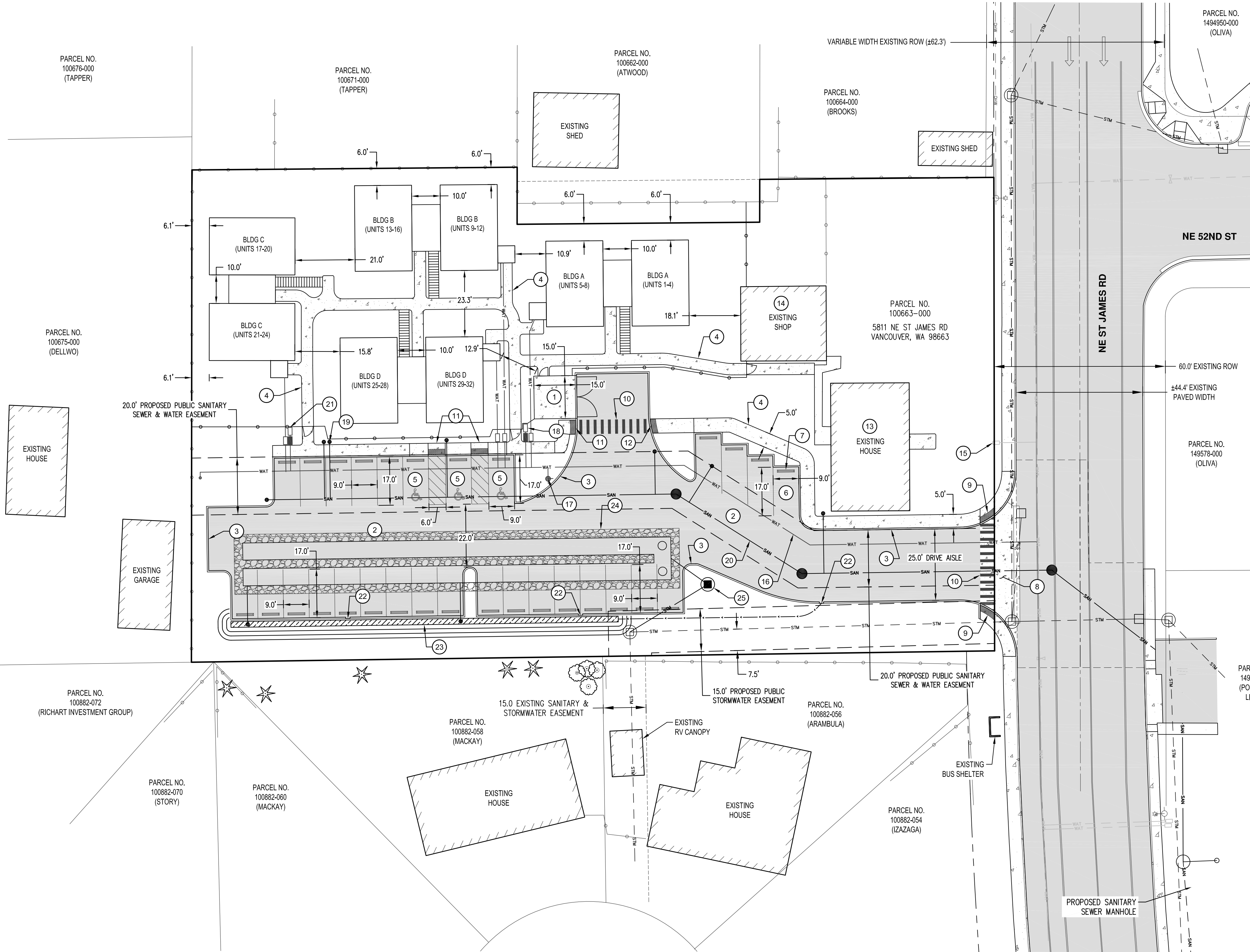
No drainage ditch, piping or channel were ever constructed within the Drainage Easement area, and it is clear that the Drainage Easement is not needed as shown by the fact the Property and Shop were constructed directly on top of it several years after it was initially granted, and have been in place during the several decades since that time.

The Fryers have been diligently working to raise money and develop the Property to provide housing for our veterans. The existing Drainage Easement not only impacts the existing home and shop buildings, it also impacts the proposed development, as shown in the attached Proposed Site Plan. While the Proposed Site Plan remains subject to adjustment the development team anticipates submitting to the City as part of an appropriate land use application later this month.

The Drainage Easement is not used and not needed, and it has been so from the beginning. It provides no value of any kind to the City or the general public, and were it to remain, it would impact the proposed development of the Property, and therefore, our veterans. To the extent the City requires a reasonable easement for actual storm water infrastructure, such can be addressed as part of the land use application without any relation to the current Drainage Easement which has never been used and is not necessary.

I have copied Ron and Rosemary Fryer on this email, as well as the development team at Wolf Industries. Please advise if you need anything else in order to process the termination request with the city council.

Thanks so much,  
Roy D Pyatt, Attorney at Law



GENERAL NOTES

- EXISTING SINGLE-FAMILY RESIDENCE WILL REMAIN ON SITE AND WILL BE INTEGRATED INTO THE PROPOSED DEVELOPMENT.
- THERE IS AN EXISTING SEPTIC SYSTEM LOCATED ON SITE AS SHOWN. SEPTIC SYSTEM SHALL BE DECOMMISSIONED AND REMOVED IN ACCORDANCE WITH CITY OF VANCOUVER AND CLARK COUNTY HEALTH DEPARTMENT REGULATIONS.
- ACCORDING TO CLARK COUNTY GIS, THERE ARE NO EXISTING SEPTIC SYSTEMS LOCATED ON ANY OF THE NEIGHBORING PROPERTIES.
- EXCLUDING THE EXISTING SEPTIC STRUCTURES, THERE ARE NO UNDERGROUND OR ABOVE-GROUND STORAGE TANKS KNOWN TO EXIST ON SITE.
- ACCORDING TO CLARK COUNTY GIS, THERE ARE NO EXISTING DOMESTIC WATER WELLS LOCATED ON SITE OR ON ANY OF THE NEIGHBORING PROPERTIES.
- ACCORDING TO CLARK COUNTY GIS, NO WATER COURSES/WATER BODIES, AREAS WITHIN A 100-YEAR FLOODPLAIN, NATURAL DRAINAGE COURSES, WETLANDS, SPRINGS, DESIGNATED SHORELINE AREAS, PRIORITY AQUATIC HABITAT AREAS, WELLHEAD PROTECTION AREAS, OR SIGNIFICANT HISTORIC SITES ARE KNOWN TO EXIST ON SITE OR WITHIN 100-FEET OF THE SITE.
- EXCAVATION OF TEST PITS FOR ON SITE SOIL EXPLORATION WAS PERFORMED OCTOBER 2, 2023 AT THE LOCATIONS INDICATED.

SITE PLAN KEYED NOTES (#)

- TRASH ENCLOSURE PER DETAIL 1/C500. SEE SHEET C021 FOR TRASH & RECYCLING COLLECTION SERVICE PLAN.
- ASPHALT CONCRETE PAVEMENT PER DETAIL 2/C500. USE HEAVY-DUTY PAVEMENT SECTION AT DRIVE AISLES. LIGHT-DUTY PAVEMENT SECTION IS ACCEPTABLE AT PARKING STALLS.
- PRIVATE "TYPE C" CURB PER DETAIL 3/C500 (TYP, ALL ON SITE CURB)
- PRIVATE PEDESTRIAN PATH PER DETAIL 4/C500.
- ADA VAN ACCESSIBLE PARKING SPACE (9' WIDTH X 17' DEPTH) (TYP) PER DETAILS 2/C501, 3/C501, AND 4/C501. SEE SHEET C150 FOR SIGNING & STRIPING PLAN.
- STANDARD PARKING SPACE: 9' WIDTH X 17' DEPTH (TYP).
- CONCRETE WHEEL STOP PER DETAIL 5/C500 (TYP, ALL PARKING SPACES).
- COMMERCIAL DRIVEWAY APPROACH PER COV STD PLAN T01-07 AND C100.
- DETECTABLE WARNING PATTERN PER COV STD PLAN T02-15.
- PEDESTRIAN CROSSWALK PER DETAIL 5/C501. SEE SHEE C150 FOR SIGNING & STRIPING PLAN.
- PARALLEL ADA RAMP PER DETAIL 6/C500 AND SPOT ELEVATIONS ON SHEET C060, WITH DETECTABLE WARNING PER DETAIL 1/C501.
- PERPENDICULAR ADA RAMP PER DETAIL 7/C500 AND SPOT ELEVATIONS ON SHEET C060, WITH DETECTABLE WARNING PER DETAIL 1/C501.
- EXISTING HOUSE TO REMAIN.
- EXISTING SHOP TO REMAIN.
- EXISTING WATER SERVICE METER TO PARCEL NO. 100663-000. SERVICE TO REMAIN IN PLACE AND OPERATIONAL DURING AND AFTER CONSTRUCTION. SEE SHEET C400.
- 8" DIP PUBLIC WATER MAIN EXTENSION INSIDE 20' WIDE EASEMENT. SEE SHEET C400.
- PROPOSED FIRE HYDRANT. SEE SHEET C400.
- WATER METER AND BACKFLOW DEVICE TO SERVE BUILDINGS A & B (UNITS 1-16), SEE SHEET C400.
- WATER METER AND BACKFLOW DEVICE TO SERVE BUILDINGS C & D (UNITS 17-32). SEE SHEET C400.
- 8" PVC PUBLIC SANITARY SEWER MAIN EXTENSION INSIDE 20' WIDE EASEMENT. SEE SHEET C300.
- STANDARD RESIDENTIAL SEWER SERVICE CONNECTION. SEE SHEET C300.
- 18" CURB BREAK FOR STORMWATER DRAINAGE TO BIORETENTION. SEE SHEET C200.
- BIORETENTION STORMWATER TREATMENT FACILITY. SEE SHEET C200.
- UNDERGROUND STORMWATER DETENTION FACILITY. SEE SHEET C200.
- FLOW CONTROL MANHOLE. SEE SHEET C200.

SITE AREA STATISTICS

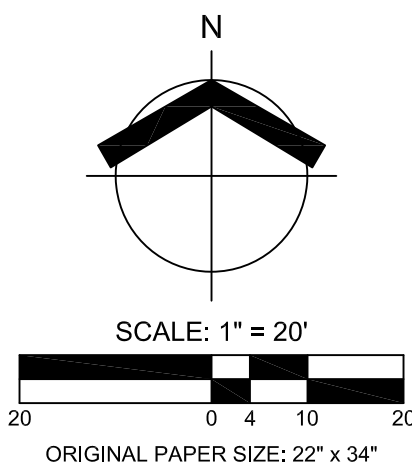
|                                                           |           |                    |
|-----------------------------------------------------------|-----------|--------------------|
| EXISTING SITE AREA:                                       | 46,140 SF | (1.059 AC)         |
| PROPOSED ROW DEDICATION:                                  | 0 SF      | (0.000 AC)         |
| NET SITE AREA:                                            | 46,140 SF | (1.059 AC)         |
| PROPOSED LANDSCAPE AREA:                                  | 19,635 SF | (0.451 AC)         |
| PROPOSED IMPERVIOUS AREA:                                 | 26,505 SF | (0.608 AC) = 57.4% |
| *MAXIMUM ALLOWABLE IMPERVIOUS LOT COVERAGE:               |           | = 85.0%            |
| *PER VMC TABLE 20.430.040-1 FOR COMMUNITY COMMERCIAL (CC) |           |                    |

PARKING STATISTICS

|                                      |           |                              |
|--------------------------------------|-----------|------------------------------|
| PROPOSED DWELLING UNITS:             | 32 UNITS  |                              |
| REQUIRED PARKING:                    | 24 SPACES | (0.75 PARKING SPACES / UNIT) |
| PROPOSED STANDARD STALLS (9' x 17'): | 26 SPACES |                              |
| PROPOSED ADA STALLS (9' x 17'):      | 3 SPACES  |                              |
| TOTAL PROPOSED STALLS:               | 29 SPACES |                              |

SETBACKS

FRONT YARD (EAST): 10-FEET (L2 BUFFER)  
SIDE YARD (NORTH): 5-FEET (L1 BUFFER)  
SIDE YARD (SOUTH): 10-FEET (L4 BUFFER)  
REAR YARD (WEST): 5-FEET (L1 BUFFER)



WOLF INDUSTRIES, INC.  
607 SE EATON BLVD  
BATTLE GROUND, WA 98604

PROJECT NAME AND LOCATION  
VETERAN'S VILLAGE  
5118 NE ST JAMES ROAD  
VANCOUVER, WA 98663

PROPOSED SITE PLAN

DESIGNED BY: MRE  
DRAWN BY: MRE  
CHECKED BY: MRE  
DATE: 7/1/2024

PRELIMINARY  
NOT FOR  
CONSTRUCTION

REVISIONS:

PROJECT:  
#10016  
SCALE:  
AS INDICATED  
SHEET:

C010

RECORD AND RETURN TO:  
City of Vancouver  
City Clerk's Office  
P O Box 1995  
Vancouver, WA 98668-1995

## PARTIAL RELEASE OF DRAINAGE EASEMENT

The City of Vancouver, a municipal corporation of the state of Washington, for and in consideration of one dollar (\$1.00) and other good and valuable consideration does hereby release a drainage easement described as follows:

A portion of an up to 40-foot wide drainage easement, described in that Drainage Easement, to Drainage and Improvement District NO. 11, recorded July 31, 1953, under Auditor's File Number G131473, records of Clark County Washington, attached hereto as Exhibit "A" (1 page). Description of the portion to be released, attached hereto as Exhibit "B" (1 page), and a map of the portion to be released, attached hereto as Exhibit "C" (1 page).

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF VANCOUVER

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

Approved as to form:

Attest:

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

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



State of Washington    )  
                                  :ss.  
County of Clark         )

I certify that I know or have satisfactory evidence that Eric Holmes is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as City Manager of City of Vancouver, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC in and for the state  
of Washington residing at \_\_\_\_\_  
My Commission expires:\_\_\_\_\_

Bk. 582, Pg. 42

G131473

DRAINAGE AND IMPROVEMENT DISTRICT NO. 11  
CLARK COUNTY, WASHINGTON

Each of the undersigned owners hereby grants to the extent of his or her present interest, to all present and future owners of land in the said district the right, privilege, and authority to construct, maintain, and rehabilitate a drainage system upon, over, and/or across the following described lands owned by the grantors lying and being within Clark County, Washington: Sufficient land on each side of the centerline to allow maintenance in the most efficient and economical manner (not to exceed 40' in total width) as follows:

## Property Description:

Toivo Tapanainen, Lot No. 2 &amp; West 51 feet of Lot No. 1, Minnehaha Acres

Beginning at a point on the east line of the west 51.0 feet of Lot No. 1 of Minnehaha Acres, which point is north 200.0 feet more or less from the south east corner of said west 51 feet of Lot No. 2, and running thence southwesterly to a point on the south line of Lot No. 2 of Minnehaha Acres, last said point being west 98.0 feet more or less from the southeast corner of Lot No. 2 of said Minnehaha Acres.

Real Estate Exemption  
Ch. 11 Rev. Laws 1951

EXEMPT

And # 6868 Date 7-31-53

Eva King Burgett

Clark County Treasurer

*Burgett Davis*

It is the intention of the grantors by this instrument to grant to the said grantees a permanent easement running with the land for the said drainage improvement district as shown on the plot hereto annexed marked exhibit "A" and by reference made a part hereof.

IN WITNESS WHEREOF, we have hereunto  
set our hand this 19 day of August, A.D. 1953.

*Toivo Tapanainen**Evelyn Tapanainen*State of Washington } ss.  
County of Clark*Toivo Tapanainen*

On this day personally appeared before me *Evelyn Tapanainen* to me to be known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the use and purpose therein mentioned.

Given under my hand and official seal this 20 day of Oct, 1953

*Robert H. Heath*  
Notary Public in and for the State of  
Washington, residing at Vancouver

Recorded August 13, 1953 at 3:22 P.M. by Clark County Commissioners  
Bruce Worthington, County Auditor

## Exhibit "B"

### **DRAINAGE EASEMENT AREA OF VACATION**

That portion of an easement granted to Drainage and Improvement District No. 11 by easement recorded August 13, 1953 under Auditor's File No. G131473 with a centerline describes as follows:

BEGINNING at a point on the North line of that parcel deeded to Ronald Christian Fryer and Rosemary Fryer, Co-Trustees of the Fryer Family Revocable Trust, dated August 22, 2022 by Statutory Warranty Deed recorded December 22, 2023 under Auditor's File No. 6159226 (the "Fryer parcel"), 18.84 feet West of the Northeast corner of said Fryer parcel; Running thence Southwesterly to a point on the South line of Lot 2, Minnehaha Acres, according to the plat thereof recorded in Book C of Plats, page 67, records of Clark County, Washington, 50 feet Westerly of the Southeast corner of the Fryer parcel and the terminus of said centerline. The East and West lines of which easement shall be lengthened or shortened to terminate at the North and South lines of said Fryer parcel. It is the intent of the undersigned to terminate, vacate, quitclaim and release the entirety of that portion of the easement granted by that easement recorded under Auditor's File No. G131473 that falls within said Fryer parcel.

## DRAINAGE EASEMENT AREA OF VACATION



**Staff Report: 165-24**

**To:** Mayor and City Council  
**From:** City Manager  
**Date:** August 26, 2024

**Subject**

Contract Amendment - United Services Contract (C-101224) Increase

**Key Points**

- City staff would like to continue to rent modular/mobile shower/restroom units for three Safe Stay Communities and one Safe Parking site.
- Some of the City Safe Sites do not have easy access to water/sewer connections, leaving more self-contained units a better fit for those locations.
- United Site Services was able to retrofit/customize units to fit our water/sewer and/or space constraint needs for these specific sites.
- United Site Services regularly services water/sewer tanks in addition to providing hygiene units as part of this service contract.
- The City Council approved the service agreement with United Site Services to rent modular/mobile hygiene units with a total cost of \$389,600 on June 5, 2023.
- City Staff is requesting approval for a contract increase of \$625,754 to cover weekly pumping of units at three Safe Stays and one Safe Park. These funds are reimbursed by the Affordable Housing Sales Tax Fund.

**Strategic Plan Alignment**

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

**Present Situation**

A part of the Vancouver Homelessness Plan calls for the establishment of Safe Stay Community sites where residents are provided shelter and personal hygiene facilities and are given access to social service providers to assist them in transitioning to permanent housing. To date, four Safe Stay Communities and one Safe Park have been established and are fully operational. The first two Safe stays and Safe Park opened with portable restrooms and handwashing stations, with the intent to add more substantial hygiene facilities later. As a temporary solution for showers, residents from those sites used a combination of options, such as City-funded YMCA memberships, Firstenberg, and the mobile shower trailer located at Living Hope Church.

While all participants were appreciative of those temporary accommodations, accessibility at each of those locations was extremely limited in both number and times of days. Firstenberg, in particular, experienced frequent capacity challenges, even during the limited hours/times available to Safe Park participants due to the volume of regular typical community usage of their facilities. Because many of our Safe Stay and Safe Park residents transition to employment, showers were needed more frequently and at varying times of day/night, which these facilities' hours of operations could not allow for.



Additionally, the less substantial portable restrooms and handwashing stations became more difficult to utilize in the very cold and hot months of the year, particularly for those with physical/health challenges. These hygiene units have been utilized at Safe Stay Communities 1,2 & 4, as well as Safe Park,) where plumbing is not easily accessible and more self-contained unit options were necessary. These self-contained units are equipped with water/sewer tanks, which United Site Services pump/fill on a regular basis. United Site Services only rents their units out, and the units utilized at our sites were retrofitted/customized to fit our space needs.

### **Advantage(s)**

1. Maintain improved service delivery at Safe Stay and Safe Park Communities, which are a key part of the Homelessness Response Plan.
2. Maintains conditions more conducive to stabilization, and better outcomes, for Safe Stay and Safe Park residents.

### **Challenge(s)**

None

### **Budget Impact**

The increase will be covered by the Affordable Housing Sales tax.

### **Prior Council Review**

June 5, 2023 Consent Agenda

### **Action Requested**

On August 26, 2024, approve the proposed Agreement amendment, increasing the authorized expenditure amount by \$625,745 to a revised not-to-exceed Agreement amount of \$1,015,354 to cover increased costs of modular/mobile hygiene unit rentals for continued use in three Safe Stay Communities and one Safe Parking site.

### **Staff Contact**

Jamie Spinelli, Homeless Response Manager, [jamie.spinelli@cityofvancouver.us](mailto:jamie.spinelli@cityofvancouver.us)

### **Attachments:**

1. Amendment No 3 Final
2. Amendment No 2 executed
3. Amendment 1 RFP 3-23 Shower Restroom Laundry Units Executed
4. Contract

**PURCHASE AGREEMENT C-101224**

**AMENDMENT No. 3**

**Safe Stay/Safe Park Shower, Restroom and Laundry Units**

This Agreement amends the Purchase Agreement number C-101224 by and between the City of Vancouver, hereinafter referred to as "City", and United Site Services, hereinafter referred to as "Contractor", for goods and services offered.

This amendment amends the original agreement as follows:

- 1 . Increase the authorized amount of the Agreement by \$701,000 to a revised authorized amount of \$1,090,600.

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

**CITY OF VANCOUVER**

A municipal corporation

**CONTRACTOR:**

United Site Services

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

Attest:

\_\_\_\_\_  
Date

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

Approved as to form:

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

SERVICE AGREEMENT C-101224  
AMENDMENT No. 2  
Safe Park Shower, Restroom, Laundry Units

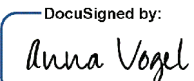
This Agreement amends the Professional Services Agreement number C-101224 by and between the City of Vancouver, hereinafter referred to as "City", and United Site Services, hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

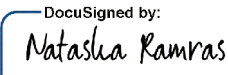
- 1. **Amend** the language contained in Section 2, Term of Agreement, with language in herein:
  - Termination date of agreement extended to 6/22/2025.
- 2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

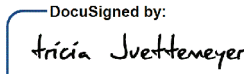
CITY OF VANCOUVER  
A municipal corporation

DocuSigned by:  
  
7C05B7FF675849B...  
Anna L. Vogel, Procurement Manager  
3/6/2024  
Date

Attest:

DocuSigned by:  
  
BCF6734E40E94AE...  
Natasha Kamras, City Clerk

Approved as to form:

DocuSigned by:  
  
E1935B9517E94D2...  
Tricia Juettemeyer, Assistant City Attorney

CONTRACTOR:  
United Site Services

  
Digitally signed by Angela L. Fleming  
DN: E=Angela.Fleming@unitedsiteservices.com,  
CN=Angela L. Fleming, OU=CorporateOffice,  
OU=USS Users, DC=ussl-corp, DC=com  
Date: 2024.03.06 09:16:20-05'00'  
Signature Angela Fleming  
Government Bid/Contract Lead  
govteam@unitedsiteservices.com  
Printed Name /Title  
6 Mar 24  
Date

**AMENDMENT No. 1**

**Shower, Restroom, Laundry Units Rebid**

This Agreement amends the contract number C-101224 by and between the City of Vancouver, hereinafter referred to as "City", and United Site Services of Nevada hereinafter referred to as "Contractor", whose address is 12210 SE Knez way Clackamas, OR 97015 for services offered.

This amendment amends the original agreement as follows:

1. **Amend** the language contained in Section 1, Statement Of Work by adding the following language:

**Safe Stay Site 1:** Requires 1 ADA shower/restroom, 1 standard shower/restroom and, if possible, a laundry unit. This site will accommodate a 34ft x 8ft unit.

2. **Replace** Schedule B attached hereto and incorporated by this reference.

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

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

**CITY OF VANCOUVER**

A municipal corporation

DocuSigned by:



Eric Holmes, City Manager

10/24/2023

Date

Attest:

DocuSigned by:

Natasha Ramras

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



Jonathan Young, City Attorney

**CONTRACTOR:**

*United Site Services of Nevada*

DocuSigned by:



Signature

Government Bid/Contract Lead

Printed Name /Title

10/24/2023

Date

**STATEMENT OF WORK:** The Contractor agrees to provide the City all materials set forth in the scope of work described below, and as further described in the City's solicitation, and the Contractor's responsive proposal to the City's solicitation, (collectively referred to herein as the "work") which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

This agreement is for the rental and delivery of restroom, shower, and laundry solutions including plumbed/non-plumbed and water heater options. The City desires each site to, at a minimum, include:

**Safe Stay Site 1:** Requires 1 ADA shower/restroom, 1 standard shower/restroom and, if possible, a laundry unit. This site will accommodate a 34ft x 8ft unit.

**Safe Stay Site 2:** Requires 1 ADA shower/restroom, 1 standard shower/restroom and, if possible, a laundry unit. This site will accommodate a 34ft x 8ft unit. This site is not plumbed and must include tanks sufficient to support as many people as possible and a power source.

**Safe Stay Site 4:** Requires 1 ADA shower/restroom, 1 standard shower/restroom and optional laundry with 2 washer/dryer units. This site is not plumbed and must include tanks sufficient to support as many people as possible and a power source.

**Safe Park 1:** Requires 1 ADA shower/restroom, 1 standard shower/restroom and optional laundry with 2 washer/dryer units, will accommodate 40 feet. This site is not plumbed and must include tanks sufficient to support as many people as possible and a power source.

If additional amenities can fit within the space of each site the City may request additional options for expanding the options listed above.



**SCHEDULE B: NON-PLUMBED RENTAL UNITS**

| Item No. | Estimated Quantity | Item Description         | Monthly Price Per Unit | One Time Shipping Costs to Vancouver, WA | One Time Retrofit Pod Cost | Replacement Cost |
|----------|--------------------|--------------------------|------------------------|------------------------------------------|----------------------------|------------------|
| 1.       | 1 EA               | WCA Combo Trailer        | \$3,398.00             | \$3,000.00                               | \$0.00                     | \$65,000.00      |
| 2.       | 1 EA               | WCA Laundry Pod          | \$5,000.00             | \$3,000.00                               | \$13,000                   | \$65,000.00      |
| 3.       | 1 EA               | ADA Combo                | \$3,850.00             | \$3,500.00                               | \$0.00                     | \$50,000.00      |
| 4.       | 1 EA               | Gold ADA Combo           | \$3,398.00             | \$3,500.00                               | \$0.00                     | \$50,000.00      |
| 5.       | 1 EA               | Small Gold Combo Trailer | \$3,398.00             | \$1,000                                  | \$0.00                     | \$50,000.00      |
| 6.       | 1 EA               | 250 Gal HT               | \$40.00                | \$60.00                                  | \$0.00                     | \$1,200          |

**Services Costs**

Monthly cost for per unit for once-a-week waste removal: \$500

Monthly cost for per unit for once-a-week waste removal and water fills: \$525

**Delivery:** 45 days from receipt of purchase order.

**WCA Combo Trailer includes:** 1 toilet, 1 sink, 1 shower.

**WCA Laundry Trailer includes:** 2 washers and 2 dryers at ground level, 2 washers and 2 dryers stacked.

**ADA combo pod includes:** 1 shower, 1 toilet, 1 sink.

**Gold ADA Combo Trailer:** 1 ADA Compliant Shower, toilet, sink with internal Gray Water tank 245 gal, Black Water tank 196 gal and Fresh Water Tank 250 gal. Winter package included.

**Small Gold Combo Trailer includes:** 3 stalls, each with a toilet, sink and, shower.

Pumping will be performed within a 4–8-hour window agreed upon by United Site Services and City of Vancouver Personnel.



**CITY OF VANCOUVER**  
**PURCHASE AGREEMENT # C-101224**  
**Shower, Restroom, Laundry Units Rebid**

This agreement for the purchase of commodities (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, WA (hereinafter referred to as the "City") and United Site Services (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 the commodities requested as described in this Agreement; and

WHEREAS, the City advertised and issued Request for Proposals, numbered 3-23 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor be capable of providing the required commodities; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to provide the commodities described herein and warranties and guarantees 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. **STATEMENT OF WORK:** The Contractor agrees to provide the City all materials set forth in the scope of work described below, and as further described in the City's solicitation, and the Contractor's responsive proposal to the City's solicitation, (collectively referred to herein as the "work") which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

This agreement is for the rental and delivery of restroom, shower, and laundry solutions including plumbed/non-plumbed and water heater options. The City desires each site to, at a minimum, include:

**Safe Stay Site 2:** Requires 1 ADA shower/restroom, 1 standard shower/restroom and, if possible, a laundry unit. This site will accommodate a 34ft x 8ft unit. This site is not plumbed and must include tanks sufficient to support as many people as possible and a power source.

**Safe Stay Site 4:** Requires 1 ADA shower/restroom, 1 standard shower/restroom and optional laundry with 2 washer/dryer units. This site is not plumbed and must include tanks sufficient to support as many people as possible and a power source.

**Safe Park 1:** Requires 1 ADA shower/restroom, 1 standard shower/restroom and optional laundry with 2 washer/dryer units, will accommodate 40 feet. This site is not plumbed and must include tanks sufficient to support as many people as possible and a power source.

If additional amenities can fit within the space of each site the City may request additional options for expanding the options listed above.

2. **TERM OF AGREEMENT:** This Contract is effective as of the last signature of the Contract with an option to extend for four (4) additional one (1) year periods. The maximum term for this Agreement is five (5) years.
3. **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; the Contractor's responsive proposal to the City's solicitation and the City's solicitation.
4. **GENERAL REQUIREMENTS:** The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code (VMC), and ordinance of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
5. **PURCHASE ORDER:** Purchases will be authorized via valid Purchase Orders. Purchases shall correspond with the Purchase Order; any unauthorized advance or excess order is returnable at Contractor's expense.
6. **ORDER QUANTITY:** This is an as-needed Agreement; orders will be placed with Contractor via signed Purchase Orders on an as-needed basis. The City is not obligated to any minimum or maximum quantities under this Agreement.
7. **PRICES:** The applicable prices are set forth herein and must be valid for one year from the effective date of this Agreement. Price adjustments may be requested for consideration each year thereafter; the City, at its sole discretion, may approve that request. Request for price increases shall be supported by the applicable Producer Price Index for the Seattle-Tacoma-Bremerton area for the immediate, previous four (4) quarters.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in

the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.

- 9. SCHEDULE:** Unless the City requests a change in schedule, the Contractor shall deliver the required commodities and any associated services by the “Delivery Date” stated on the signed purchase order.

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

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

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

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

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

- 14. ASSIGNMENT:** This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party.

- 15. WAIVER:** The City’s failure to insist on performance of any of 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.

- 16. RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
- 17. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.
- 18. PROPRIETARY AND CONFIDENTIAL INFORMATION:** 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 information that CONTRACTOR has marked as "Proprietary and Confidential," the City shall notify the CONTRACTOR of such request and withhold disclosure of such information for not less than FIVE (5) business days, to permit the CONTRACTOR to seek judicial protection of such information, provided that the CONTRACTOR shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 19. WARRANTIES:** All products and related services, except as specified below, shall be warranted against faulty workmanship and materials by the Contractor for a minimum period of one (1) year from the date of acceptance by the City. Warranty shall include all costs incurred for repair or replacement except that which is damaged by misuse or abuse. This one (1) year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Contractor warrants that all goods and services furnished under this Agreement are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement.



**20. TERMINATION FOR CONVENIENCE:** The City may terminate this contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon “notice of termination” given by the City.

**21. TERMINATION FOR CAUSE:** In the event the Supplier is, or has been, in violation of the terms of this Contract, including the Invitation to Bid, the Owner reserves the right, upon written notice to the Supplier, 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 Supplier setting forth the manner in which the Supplier is in default. The Supplier will be paid only the contract price for goods rendered in accordance with the manner of performance set forth in the Contract.

If it is later determined by the Owner that the Supplier 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 Supplier, the City after setting up a new delivery or performance schedule, may allow the Supplier to continue work or treat the termination as a termination for convenience.

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

**23. EVALUATION AND COMPLIANCE WITH THE LAW:** The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

**24. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement. The Contractor will be required to hold a city business license if working within Vancouver city limits. The Contractor shall apply for city license via the State of Washington Department of Revenue (DOR), Business Licensing Service (BLS), at: <https://secure.dor.wa.gov/>. For application assistance, contact DOR BLS at 360-705-6741. For more information about city business license regulations and fees, see: [www.cityofvancouver.us/businesslicense](http://www.cityofvancouver.us/businesslicense) or call 360-487-8410 option 3.

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

**26. 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 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>I. Commercial General Liability:</b>                                                                                                                                                         |                     |
| Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability                                                                                       |                     |
| Each Occurrence                                                                                                                                                                                 | \$1,000,000         |
| General Aggregate Per Occurrence                                                                                                                                                                | \$2,000,000         |
| Products & Completed Operations Aggregate                                                                                                                                                       | \$2,000,000         |
| Personal and Advertising Injury                                                                                                                                                                 | \$1,000,000         |
| Blanket Contractual Liability                                                                                                                                                                   | \$1,000,000         |
| <b>II. Commercial Automobile Liability</b>                                                                                                                                                      |                     |
| Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement. |                     |
| Combined Single Limit                                                                                                                                                                           | \$1,000,000         |

| <b>III. Workers' Compensation (applicable to the State of Washington)</b> |                    |
|---------------------------------------------------------------------------|--------------------|
| Per Occurrence                                                            |                    |
| 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        |
| <b>IV. Umbrella Liability</b>                                             |                    |
| <i>Each Claim</i>                                                         | <i>\$1,000,000</i> |
| <i>Annual Aggregate</i>                                                   | <i>\$5,000,000</i> |

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.

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

For the City:

Anna Vogel

City of Vancouver

415 W 6<sup>th</sup> Street

P O Box 1995

Vancouver WA 98668-1995

Email: [anna.vogel@cityofvancouver.us](mailto:anna.vogel@cityofvancouver.us)

For the Contractor:

Dylan Schmelz

United Site Services

12210 SE Knez Way

Clackamas, OR 97015

Email: [Dylan.Schmelz@unitedsiteservices.com](mailto:Dylan.Schmelz@unitedsiteservices.com)

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

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

**29. 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.

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

**31. 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.

**32. 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.

**33. 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.

**34. NONDISCRIMINATION:** During the term of this Contract, the Supplier agrees as follows: The Supplier will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**35. BINDING EFFECT:** The provisions, covenants, and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.

**36. REMEDIES CUMULATIVE:** Remedies under this Agreement are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

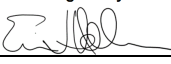
**37. SEVERABILITY:** Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions, unless the result of same would clearly be contrary to the overall intent of the parties in entering into this Agreement.

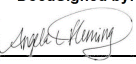


The undersigned, as the authorized representatives of the City and Contractor respectively, agree to all of the terms and conditions contained in this Agreement, as of the dates set forth below.

**CITY OF VANCOUVER**  
A municipal corporation

**CONTRACTOR:**  
United Site Services

DocuSigned by:  
  
Eric Holmes, City Manager

DocuSigned by:  
  
Signature

6/23/2023  
Date

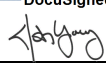
Angela Fleming Government Bid/Contract Lead  
Printed Name /Title

Attest:

6/16/2023  
Date

DocuSigned by:  
  
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:  
  
Jonathan Young, City Attorney

**SCHEDULE B: NON-PLUMBED RENTAL UNITS**

| <b>Item No.</b> | <b>Estimated Quantity</b> | <b>Item Description</b>  | <b>Monthly Price Per Unit</b> | <b>Monthly Cleaning Cost Per Unit</b> | <b>One Time Shipping Costs to Vancouver, WA</b> | <b>One Time Retrofit Pod Cost</b> | <b>Replacement Cost</b> |
|-----------------|---------------------------|--------------------------|-------------------------------|---------------------------------------|-------------------------------------------------|-----------------------------------|-------------------------|
| 1.              | 1 EA                      | WCA Combo Trailer        | \$3,398.00                    | \$ 525.00                             | \$3,000.00                                      | \$0.00                            | \$65,000.00             |
| 2.              | 1 EA                      | WCA Laundry Pod          | \$5,000.00                    | \$ 525.00                             | \$3,000.00                                      | \$13,000                          | \$65,000.00             |
| 3.              | 1 EA                      | ADA Combo                | \$3,850.00                    | \$525.00                              | \$3,500.00                                      | \$0.00                            | \$50,000.00             |
| 4.              | 1 EA                      | Small Gold Combo Trailer | \$2,950                       | \$3,136                               | \$1,000                                         | \$0.00                            | \$50,000                |
| 5.              | 1 EA                      | 250 Gal HT               | \$40.00                       | \$250.00                              | \$60.00                                         | \$0.00                            | \$1,200                 |

Delivery: 45 days from receipt of purchase order.

Monthly Cleaning Cost Per Unit include: two times weekly waste removal and water fills.

WCA Combo Trailer includes: 1 toilet, 1 sink, 1 shower.

WCA Laundry Trailer includes: 2 washers and 2 dryers at ground level, 2 washers and 2 dryers stacked.

ADA combo pod includes: 1 shower, 1 toilet, 1 sink.

Small Gold Combo Trailer includes: 3 stalls, each with a toilet, sink and, shower.

Pumping will be performed within a 4–8-hour window agreed upon by United Site Services and City of Vancouver Personnel.

**Staff Report: 166-24**

**To:** Mayor and City Council  
**From:** City Manager  
**Date:** August 26, 2024

**Subject**

2023 Department of Homeland Security Assistance to Firefighters Fire Prevention and Safety (FP&S) Grant Program

**Key Points**

- This federally funded grant addresses community risk reduction in high-risk and vulnerable populations with a scientifically proven teaching method, yielding immediate positive results (87% reduction of fires).
- The grant will target single family and multi-family housing units.
- The grant provides for the distribution of public information and installation of free smoke alarms, advanced hearing-impaired smoke alarm systems for Vancouver's hearing-impaired community and specialized training for the participants in the target areas.

**Strategic Plan Alignment**

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

**Present Situation**

The Fire department is responsible for providing safe and prepared community and effective emergency response to Vancouver and Fire District 5 residents, commercial sectors and visitors.

This federally funded grant addresses community risk reduction in high-risk and vulnerable populations with a scientifically proven teaching method, yielding immediate positive results (87% reduction of fires). The grant will target single family and multi-family housing units. The grant provides for the distribution of public information and installation of free smoke alarms, advanced hearing-impaired smoke alarm systems for Vancouver's hearing-impaired community and specialized training for the participants in the target areas.

Grant project is called Project HomeSafe which identifies and employs zero-ignition strategies to prevent fire events.

**Advantage(s)**

Enhance community safety by conducting community outreach and education that enhances household awareness of home fire safety best practices.

**Challenge(s)**

None

**Budget Impact**

The total grant amount is \$200,339.91, with a direct local match of \$10,017.00. Total Project \$210,356.91. The

Community Foundation of ~\$3k will be utilized to fund a portion of the local match. Fire Marshal's revenue will cover the remaining local match requirement. A 2024 Supplemental budget request will be made to add sufficient appropriation to cover the expenditure of grant dollars.

**Prior Council Review**

None

**Action Requested**

Authorize the City Manager, or designee, to approve the 2023 Department of Homeland Security Assistance to Firefighters Fire Prevention and Safety (FP&S) Grant and execute any agreements consistent with the terms attached.

**Staff Contact**

Brennan Blue, Fire Chief, [brennan.blue@cityofvancouver.us](mailto:brennan.blue@cityofvancouver.us)

**Attachments:**

1. Award Package
2. Fema - Notice of Funding Opportunity

# Award Letter

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

Effective date: 07/30/2024



Michelle Bresee  
CITY OF VANCOUVER  
PO BOX 1995  
VANCOUVER, WA 98668

EMW-2023-FP-00681

Dear Michelle Bresee,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2023 Fire Prevention & Safety (FP) Grant funding opportunity has been approved in the amount of \$200,340.95 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$10,017.05 for a total approved budget of \$210,358.00. Please see the FY 2023 FP&S Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- FY 2023 FP&S Notice of Funding Opportunity (NOFO) - incorporated by reference

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

Sincerely,

A handwritten signature in blue ink that reads "P. Williams".

PAMELA WILLIAMS  
Assistant Administrator, Grant Programs



# Summary Award Memo

**Program:** Fiscal Year 2023 Fire Prevention & Safety

**Recipient:** CITY OF VANCOUVER

**UEI-EFT:** TM9CHABUP4B2

**DUNS number:** 010734663

**Award number:** EMW-2023-FP-00681

## Summary description of award

The purpose of the Fire Prevention and Safety Grant Program is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by assisting fire prevention programs and supporting firefighter health and safety research and development. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the Fire Prevention and Safety Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2023 Fire Prevention and Safety (FP&S) Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

## Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

| Object Class     | First Year   | Second Year | Total        |
|------------------|--------------|-------------|--------------|
| Personnel        | \$0.00       | \$0.00      | \$0.00       |
| Fringe benefits  | \$0.00       | \$0.00      | \$0.00       |
| Travel           | \$0.00       | \$0.00      | \$0.00       |
| Equipment        | \$0.00       | \$0.00      | \$0.00       |
| Supplies         | \$118,140.97 | \$1.03      | \$118,142.00 |
| Contractual      | \$90,896.00  | \$0.00      | \$90,896.00  |
| Construction     | \$0.00       | \$0.00      | \$0.00       |
| Other            | \$1,320.00   | \$0.00      | \$1,320.00   |
| Indirect charges | \$0.00       | \$0.00      | \$0.00       |
| Federal          | \$200,339.97 | \$0.98      | \$200,340.95 |
| Non-federal      | \$10,017.00  | \$0.05      | \$10,017.05  |
| Total            | \$210,356.97 | \$1.03      | \$210,358.00 |
| Program Income   |              |             | \$0.00       |

## Approved scope of work

Approved request details:

## Community Risk Reduction

Project: Comprehensive home fire safety campaign

**Other (Explain)**

Smoke Alarm

## DESCRIPTION

Hearing-impaired, deaf, blind bed shaker.

| YEAR | QUANTITY | UNIT PRICE | TOTAL       |
|------|----------|------------|-------------|
| 1    | 500      | \$187.75   | \$93,875.00 |
| 2    | 0        | \$0.00     | \$0.00      |

## BUDGET CLASS

Supplies

## Other (Explain)

Brochure/Fact Sheet

### DESCRIPTION

Actual quantity/cost = 1,800 at \$1.03 each.

| YEAR | QUANTITY | UNIT PRICE | TOTAL      |
|------|----------|------------|------------|
| 1    | 1,799    | \$1.03     | \$1,852.97 |
| 2    | 1        | \$1.03     | \$1.03     |

### BUDGET CLASS

Supplies

### CHANGE FROM APPLICATION

#### Description changed

**Year 1 quantity** from 1 to 1,799

**Year 1 price** from \$1,849.00 to \$1.03

**Year 2 quantity** from 0 to 1

**Year 2 price** from \$0.00 to \$1.03

### JUSTIFICATION

The award reflects a change from the amount requested in the application. The change reflects the description provided. The award reflects a change to the period of performance requested in the application. The period of performance has been increased to two years based on the information provided in the project narrative.

**Other (Explain)**

Home Fire Sprinkler & Fire Alarm System Educational Display Board (HFSFASADB)

**DESCRIPTION**

The portable HFSFASADB will allow our community members to get upfront and hands-on training on these essential components of life safety systems. This hands-on display and guided Fire Department training will demystify how these simple systems operate and will further highlight their value in a residential setting for families and their loved ones.

| YEAR | QUANTITY | UNIT PRICE | TOTAL      |
|------|----------|------------|------------|
| 1    | 1        | \$8,500.00 | \$8,500.00 |
| 2    | 0        | \$0.00     | \$0.00     |

**BUDGET CLASS**

Supplies

**Other (Explain)**

Combo smoke alarm (smoke/carbon monoxide)

**DESCRIPTION**

Combo smoke alarm (smoke/carbon monoxide). Powered by non-removable, long-life batteries, and enclosed with a tamper resistant housing. Actual quantity/ cost = 250 at \$50.11 each. Adjust for whole dollar amount to \$12,527.00.

| YEAR | QUANTITY | UNIT PRICE  | TOTAL       |
|------|----------|-------------|-------------|
| 1    | 1        | \$12,527.00 | \$12,527.00 |
| 2    | 0        | \$0.00      | \$0.00      |

**BUDGET CLASS**

Supplies



## Other (Explain)

Fire Prevention Decals

### DESCRIPTION

Fire safe giveaway item, marketing. Actual quantity/cost = 700 at \$.14 each.

| YEAR | QUANTITY | UNIT PRICE | TOTAL   |
|------|----------|------------|---------|
| 1    | 700      | \$0.14     | \$98.00 |
| 2    | 0        | \$0.00     | \$0.00  |

### BUDGET CLASS

Supplies

### CHANGE FROM APPLICATION

**Description changed**

**Year 1 quantity** from 1 to 700

**Year 1 price** from \$96.00 to \$0.14

### JUSTIFICATION

The award reflects a change from the amount requested in the application. The change reflects the description provided.

## Other (Explain)

Pre-visit Postcard With Postage

### DESCRIPTION

Project Home Safe notification to residents of project area. Actual quantity/cost = 2,000 at \$.66 each.

| YEAR | QUANTITY | UNIT PRICE | TOTAL      |
|------|----------|------------|------------|
| 1    | 2,000    | \$0.66     | \$1,320.00 |
| 2    | 0        | \$0.00     | \$0.00     |

### BUDGET CLASS

Other

### CHANGE FROM APPLICATION

**Description changed**

**Year 1 quantity** from 1 to 2,000

**Year 1 price** from \$1,324.00 to \$0.66

### JUSTIFICATION

The award reflects a change from the amount requested in the application. The change reflects the description provided.

**Other (Explain)**

Fire and Life Safety Logo'd Bag

## DESCRIPTION

Fire safe giveaway item, marketing. Actual quantity/cost = 1,130 at \$1.14 each.

| YEAR | QUANTITY | UNIT PRICE | TOTAL      |
|------|----------|------------|------------|
| 1    | 1        | \$1,288.00 | \$1,288.00 |
| 2    | 0        | \$0.00     | \$0.00     |

## BUDGET CLASS

Supplies

## CHANGE FROM APPLICATION

**Description changed****Year 1 price from \$1,290.00 to \$1,288.00**

## JUSTIFICATION

The award reflects a change from the amount requested in the application. The change reflects the description provided.

**Other (Explain)**

Media Public Service Announcement

## DESCRIPTION

PSA broadcasting for multimedia messaging campaign (educational prop).

| YEAR | QUANTITY | UNIT PRICE  | TOTAL       |
|------|----------|-------------|-------------|
| 1    | 1        | \$90,896.00 | \$90,896.00 |
| 2    | 0        | \$0.00      | \$0.00      |

## BUDGET CLASS

Contractual

## Agreement Articles

**Program:** Fiscal Year 2023 Fire Prevention & Safety

**Recipient:** CITY OF VANCOUVER

**UEI-EFT:** TM9CHABUP4B2

**DUNS number:** 010734663

**Award number:** EMW-2023-FP-00681

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**Article 1****Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

**Article 2****General Acknowledgements and Assurances**

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

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| <b>Article 3</b> | <b>Acknowledgement of Federal Funding from DHS</b><br>Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Article 4</b> | <b>Activities Conducted Abroad</b><br>Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Article 5</b> | <b>Age Discrimination Act of 1975</b><br>Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Article 6</b> | <b>Americans with Disabilities Act of 1990</b><br>Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.                                                                                                                                                                                                                                                         |
| <b>Article 7</b> | <b>Best Practices for Collection and Use of Personally Identifiable Information</b><br>Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.                             |
| <b>Article 8</b> | <b>Civil Rights Act of 1964 – Title VI</b><br>Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7. |

**Article 9****Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

**Article 10****Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

**Article 11****Debarment and Suspension**

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Article 12****Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

**Article 13****Duplicative Costs**

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

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| <b>Article 14</b> | <b>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX</b><br>Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 19. |
| <b>Article 15</b> | <b>E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety</b><br>Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.                                                                                                                                                                                                                                                                |
| <b>Article 16</b> | <b>Energy Policy and Conservation Act</b><br>Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Article 17</b> | <b>False Claims Act and Program Fraud Civil Remedies</b><br>Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Article 18</b> | <b>Federal Debt Status</b><br>All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Article 19</b> | <b>Federal Leadership on Reducing Text Messaging while Driving</b><br>Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.                                                                                                                                                                                                                                                                                  |

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| <b>Article 20</b> | <p><b>Fly America Act of 1974</b></p> <p>Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: <a href="https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list">Certificated Air Carriers List   US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list</a>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.</p>                                                                                                              |
| <b>Article 21</b> | <p><b>Hotel and Motel Fire Safety Act of 1990</b></p> <p>Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Article 22</b> | <p><b>John S. McCain National Defense Authorization Act of Fiscal Year 2019</b></p> <p>Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.</p>                                                                                                                                                                                                                       |
| <b>Article 23</b> | <p><b>Limited English Proficiency (Civil Rights Act of 1964, Title VI)</b></p> <p>Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <a href="https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited">https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited</a> and additional resources on <a href="http://www.lep.gov">http://www.lep.gov</a>.</p> |



**Article 24****Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

**Article 25****National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**Article 26****Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**Article 27****Non-Supplanting Requirement**

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

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| <b>Article 28</b> | <p><b>Notice of Funding Opportunity Requirements</b></p> <p>All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.</p> |
| <b>Article 29</b> | <p><b>Patents and Intellectual Property Rights</b></p> <p>Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.</p>                                                                                                                                  |
| <b>Article 30</b> | <p><b>Procurement of Recovered Materials</b></p> <p>States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.</p>         |
| <b>Article 31</b> | <p><b>Rehabilitation Act of 1973</b></p> <p>Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.</p>                                                                                                                           |
| <b>Article 32</b> | <p><b>Reporting of Matters Related to Recipient Integrity and Performance</b></p> <p>If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.</p>                                         |

**Article 33****Reporting Subawards and Executive Compensation**

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

**Article 34****Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

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| <b>Article 35</b> | <b>SAFECOM</b><br>Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment   CISA. |
| <b>Article 36</b> | <b>Terrorist Financing</b><br>Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.                                                                                                                      |
| <b>Article 37</b> | <b>Trafficking Victims Protection Act of 2000 (TVPA)</b><br>Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.                                           |
| <b>Article 38</b> | <b>Universal Identifier and System of Award Management</b><br>Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.                                                                                 |
| <b>Article 39</b> | <b>USA PATRIOT Act of 2001</b><br>Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.                                                                                                                                                                 |
| <b>Article 40</b> | <b>Use of DHS Seal, Logo and Flags</b><br>Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.                                                                                    |
| <b>Article 41</b> | <b>Whistleblower Protection Act</b><br>Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.                                                                                                                                                                                                                                                                                   |

**Article 42****Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at:

<https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

**Article 43****Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

**Article 44****Acceptance of Post Award Changes**

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.



**Article 45****Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

**Article 46****Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article 47****Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

**Article 48****Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the input of federal resources used to develop outreach efforts/materials the FP&S Program (by organization type) and the total number of individuals reached with said materials, as requested in its application. In addition, FEMA will evaluate whether the recipient's activities impacted community risk reduction, code enforcement awareness, fire arson investigation, as requested in its application. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the program impact as stated in the NOFO.

**Article 49****Environmental & Historic Preservation Compliance Review Required**

Under the Remodeling/Renovation of Existing Facilities, installation of sprinkler systems, lock-box installation, LED/electronic sign installation, projector and/or screen installation to support training, smoke alarm installation, tree trimming or vegetation removal/disturbance, or any other activity not specifically referenced here, this award includes work, such as ground disturbance, that triggers an EHP compliance review. The recipient is prohibited from committing, obligating, expending, or drawing down FY23 Fire Prevention and Safety Grant funds in support of Remodeling/Renovation of Existing Facilities, installation of sprinkler systems, lock-box installation, LED/electronic sign installation, projector and/or screen installation to support training, smoke alarm installation, tree trimming or vegetation removal/disturbance, or any other activity not specifically referenced here, that requires the EHP compliance review, with a limited exception for any approved costs associated with the preparation, conducting, and completion of required EHP reviews. See the FY23 Fire Prevention and Safety Grant NOFO for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404. The recipient is required to obtain the required DHS/FEMA EHP compliance approval for this project pursuant to the FY23 Fire Prevention and Safety Grant NOFO prior to commencing work for this project. DHS/FEMA will notify you when the EHP compliance review is complete, and work may begin. If the recipient requests a payment for one of the activities requiring EHP compliance review, FEMA may not make a payment for that work while the EHP compliance review is still pending. If FEMA discovers that work has been commenced under one of those activities prematurely, FEMA may disallow costs incurred prior to completion of the EHP compliance review and the receipt of DHS/FEMA approval to begin the work. Please contact your DHS/FEMA AFG Help Desk at 1-866-274-0960 or [FireGrants@fema.dhs.gov](mailto:FireGrants@fema.dhs.gov) to receive specific guidance regarding EHP compliance. If you have questions about this term and condition or believe it was placed in error, please contact the relevant Preparedness Officer.

## Obligating document

|                                                                                                                                                                                                                                    |                                                     |                                                                                                                                              |                                                                                         |                                                                                                                                 |                                         |                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------------------|
| <b>1. Agreement No.</b><br>EMW-2023-FP-00681                                                                                                                                                                                       | <b>2. Amendment No.</b><br>N/A                      | <b>3. Recipient No.</b><br>916001288                                                                                                         | <b>4. Type of Action</b><br>AWARD                                                       | <b>5. Control No.</b><br>WX03512N2024T                                                                                          |                                         |                                          |
| <b>6. Recipient Name and Address</b><br>CITY OF VANCOUVER<br>415 W 6TH ST<br>VANCOUVER, WA 98660                                                                                                                                   |                                                     | <b>7. Issuing FEMA Office and Address</b><br>Grant Programs Directorate<br>500 C Street, S.W.<br>Washington DC, 20528-7000<br>1-866-927-5646 |                                                                                         | <b>8. Payment Office and Address</b><br>FEMA, Financial Services Branch<br>500 C Street, S.W., Room 723<br>Washington DC, 20742 |                                         |                                          |
| <b>9. Name of Recipient Project Officer</b><br>Michelle Bresee                                                                                                                                                                     |                                                     | <b>9a. Phone No.</b><br>3604877255                                                                                                           | <b>10. Name of FEMA Project Coordinator</b><br>Fire Prevention and Safety Grant Program |                                                                                                                                 | <b>10a. Phone No.</b><br>1-866-274-0960 |                                          |
| <b>11. Effective Date of This Action</b><br><br>07/30/2024                                                                                                                                                                         | <b>12. Method of Payment</b><br><br>OTHER - FEMA GO | <b>13. Assistance Arrangement</b><br><br>COST SHARING                                                                                        |                                                                                         | <b>14. Performance Period</b><br>08/06/2024 to 08/05/2026<br><b>Budget Period</b><br>08/06/2024 to 08/05/2026                   |                                         |                                          |
| <b>15. Description of Action a. (Indicate funding data for awards or financial changes)</b>                                                                                                                                        |                                                     |                                                                                                                                              |                                                                                         |                                                                                                                                 |                                         |                                          |
| <b>Program Name Abbreviation</b>                                                                                                                                                                                                   | <b>Assistance Listings No.</b>                      | <b>Accounting Data(ACCS Code)</b>                                                                                                            | <b>Prior Total Award</b>                                                                | <b>Amount Awarded This Action + or (-)</b>                                                                                      | <b>Current Total Award</b>              | <b>Cumulative Non-Federal Commitment</b> |
| FP                                                                                                                                                                                                                                 | 97.044                                              | 2024-F3-GB01 - P410-xxxx-4101-D                                                                                                              | \$0.00                                                                                  | \$200,340.95                                                                                                                    | \$200,340.95                            | \$10,017.05                              |
| Totals                                                                                                                                                                                                                             |                                                     |                                                                                                                                              | \$0.00                                                                                  | \$200,340.95                                                                                                                    | \$200,340.95                            | \$10,017.05                              |
| <b>b. To describe changes other than funding data or financial changes, attach schedule and check here:</b><br>N/A                                                                                                                 |                                                     |                                                                                                                                              |                                                                                         |                                                                                                                                 |                                         |                                          |
| <b><del>16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)</del></b><br>This field is not applicable for digitally signed grant agreements |                                                     |                                                                                                                                              |                                                                                         |                                                                                                                                 |                                         |                                          |

|                                                                 |                   |
|-----------------------------------------------------------------|-------------------|
| <b>17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)</b>        | <b>DATE</b>       |
| <b>18. FEMA SIGNATORY OFFICIAL (Name and Title)</b>             | <b>DATE</b>       |
| <b>PAMELA WILLIAMS, Assistant Administrator, Grant Programs</b> | <b>07/30/2024</b> |

**The Department of Homeland Security (DHS)  
Notice of Funding Opportunity (NOFO)  
Fiscal Year 2023 Fire Prevention and Safety (FP&S) Grant Program**

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI number is issued by the system. Requesting a UEI using Sam.gov can be found at: <https://sam.gov/content/entity-registration>.

Grants.gov registration information can be found at:  
<https://www.grants.gov/web/grants/register.html>.

**Planned UEI Updates in Grant Application Forms:**

*On April 4, 2022, the Data Universal Numbering System (DUNS) Number was replaced by a new, non-proprietary identifier requested in, and assigned by, the System for Award Management (SAM.gov). This new identifier is the Unique Entity Identifier (UEI).*

*Additional Information can be found on Grants.gov:*

<https://www.grants.gov/web/grants/forms/planned-uei-updates.html>

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## **A. Program Description**

### **1. Issued By**

U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

### **2. Assistance Listings Number**

97.044

### **3. Assistance Listings Title**

Assistance to Firefighter Grants (AFG)

### **4. Funding Opportunity Title**

Fiscal Year 2023 Fire Prevention and Safety (FP&S) Grant

### **5. Funding Opportunity Number**

DHS-23-GPD-044-00-97

### **6. Authorizing Authority for Program**

Section 33 of the Federal Fire Prevention and Control Act of 1974, Pub. L. No. 93-498, as amended (15 U.S.C § 2229)

### **7. Appropriation Authority for Program**

*Consolidated Appropriations Act, 2023, Pub. L. No. 117-328*

### **8. Announcement Type**

Initial

### **9. Program Category**

Preparedness: Fire and Safety

## **10. Program Overview, Objectives, and Priorities**

### **a. Overview**

The Fiscal Year (FY) 2023 Fire Prevention and Safety (FP&S) Grant Program (hereafter referred to as the FP&S Program) is one of three grant programs that constitute the DHS and FEMA's focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The FP&S Program provides financial assistance directly to eligible fire departments, national, regional, state, local, tribal, and non-profit organizations such as academic (e.g. universities), research foundations, public safety institutes, public health, occupational health, and injury prevention institutions for fire prevention programs and firefighter health and safety research and development such as clinical studies that address behavioral, social science, and cultural research.

The funding categories for FP&S are:

1. Community Risk Reduction;
2. Wildfire Risk Reduction;
3. Code Enforcement/Awareness;

4. Fire & Arson Investigation; and
5. National/State/Regional Programs and Projects.

The funding categories for R&D are:

1. Clinical Studies;
2. Technology and Product Development;
3. Database System Development;
4. Preliminary Studies; and,
5. Early Career Investigator.

Abstracts and results of research and development grants that have been funded under this program can be found at [Fire Prevention and Safety | FEMA.gov](https://www.fema.gov/fire-prevention-and-safety).

The FP&S Program has awarded approximately \$852 million in grant funding to provide critically needed resources to strengthen community fire prevention programs and enable scientific research on innovations that improve firefighter safety, health, and well-being. The FP&S Program is part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the five basic homeland security missions noted in the [DHS Strategic Plan](#) the FP&S Program supports the goal to Strengthen National Preparedness and Resilience.

The [2022-2026 FEMA Strategic Plan](#) creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The FP&S Program directly supports Goal 3, to Promote and Sustain a Ready FEMA and Prepared Nation. We invite all of our stakeholders and partners to also adopt these priorities and join us in building a stronger Agency and a more prepared and resilient nation.

#### **b. Objectives**

The objectives of the FP&S Program are to:

- Provide critically needed resources to support the reduction in residential fire risk, including access to smoke alarm installations and fire prevention education and training;
- Ensure that lives, property, and natural resources are protected from fire in the wildland urban interface (WUI) through increased community education and awareness programs;
- Provide support for the adoption and awareness of building codes;
- Assist recipients to aggressively investigate every fire through increased equipment, training, and personnel resources;
- Disseminate information on a national level to positively change firefighter safety, health, and well-being behaviors and decision-making; and
- Reduce firefighter line-of-duty fatalities and injuries through research to improve firefighter safety, health, or well-being.

#### **c. Priorities**

Information on program priorities and objectives for the FY 2023 FP&S Program can be found in [Appendix B – Programmatic Information and Priorities](#) of this NOFO.

## 11. Performance Measures

The grant recipient is required to collect data to allow FEMA to measure performance of the awarded grant in support of the FP&S Program metrics, which are tied to the programmatic objectives and priorities. To measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goal as stated in its award. FEMA will measure the recipient's performance of the grant by comparing the number of items, supplies, projects, and activities needed and requested in its application with the number of items, supplies, projects, and activities acquired and delivered by the end of the period of performance using the following programmatic metrics:

### a. *FP&S Activity*

- Community Risk Reduction:
  1. Percent of target population receiving an intervention.
- Code Enforcement/Awareness:
  1. Percent of properties inspected.
- Fire and Arson Investigation:
  1. Percent of fires where cause is determined.
- National/State/Regional Programs and Projects:
  1. Number of firefighters receiving interventions.

### b. *Research and Development (R&D) Activities (All Categories)*

1. Percent of project aims met.

## B. Federal Award Information

- |                                    |                                 |
|------------------------------------|---------------------------------|
| 1. Available Funding for the NOFO: | <b>\$36 million<sup>1</sup></b> |
| 2. Projected Number of Awards :    | <b>100</b>                      |
| 3. Maximum Award Amount:           | <b>\$1,500,000</b>              |
| 4. Period of Performance:          | <b>12-36 months</b>             |
- **FP&S Activity:** The period of performance for projects funded under the FP&S Activity is generally 12 months. Eligible applicants who propose complex projects,

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<sup>1</sup> Note that this figure differs from the total amount appropriated under the *Consolidated Appropriations Act, 2023*, Pub. L. No. 117-328. In this FY 2023 FP&S NOFO, percentages of “*available grant funds*” refers to the total amount appropriated—\$360,000,000—by Pub. L. No. 117-328 to meet the statutory requirements of § 33 of the *Federal Fire Prevention and Control Act of 1974*, as amended (codified at 15 U.S.C. § 2229). As such, \$36,000,000 will be allocated to the FP&S Program for FY 2023.

such as those under the National/Regional/State Programs and Projects category, may apply for up to a 24-month period of performance from the date of award. The period of performance for National Strategic Projects is 12 months.

- **R&D Activity:** The period of performance for projects proposed under the R&D Activity will be 12, 24, 36, or 48 months from the date of award.

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to [Section H](#) of this NOFO.

FEMA awards only include one budget period, so it will be same as the period of performance. See 2 C.F.R. § 200.1 for definitions of “budget period” and “period of performance.”

5. Projected Period of Performance Start Date(s): **08/01/2024 (will vary based on award date and activity type)**
6. Projected Period of Performance End Date(s): **07/31/2025 – 07/31/2028 (will vary based on award date and activity type)**
7. Funding Instrument Type: **Grant**

### **C. Eligibility Information**

#### **1. Eligible Applicants**

##### **a. FP&S Activity**

Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico<sup>2</sup>, or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal, or territorial authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area. National, regional, state, local, tribal and nonprofit interest organizations that are recognized for their experience and expertise in fire prevention and safety programs and activities are eligible applicants..

##### **b. R&D Activity**

National, state, local, federally recognized tribal, and non-profit organizations, such as academic (e.g., universities), research foundations, public safety institutes, public health, occupational health, and injury prevention institutions.

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<sup>2</sup> The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as “States” in the Federal Fire Prevention and Control Act of 1974. See 15 U.S.C. § 2203(10).



Additional information on ineligible applications and organizations is in [Appendix B – Programmatic Information and Priorities](#) of this NOFO.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: **1) a current employee, personnel, official, staff or leadership of the non-federal entity; and 2) duly authorized to apply for an award on behalf of the non-federal entity at the time of application.**

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff or leadership of the recipient and **provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.**

## **2. Applicant Eligibility Criteria**

### **a. FP&S Activity**

The FP&S Activity is designed to reach high-risk target groups and mitigate the incidence of death and injuries caused by fire and fire-related hazards. The five project categories eligible for funding under this activity are:

6. Community Risk Reduction;
7. Wildfire Risk Reduction;
8. Code Enforcement/Awareness;
9. Fire & Arson Investigation; and
10. National/State/Regional Programs and Projects.

Both private and public nonprofit organizations are eligible to apply for funding under this activity.

### **b. R&D Activity**

The R&D Activity is aimed at improving firefighter safety, health, or well-being through research and development that reduces firefighter fatalities and injuries. The five project categories eligible for funding under this activity are:

1. Clinical Studies;
2. Technology and Product Development;
3. Database System Development;
4. Preliminary Studies; and,
5. Early Career Investigator.

Both private and public non-profit organizations are eligible to apply for funding in this activity. Fire departments are not eligible to apply for funding in this Activity.

Each activity has its own application and eligibility requirements, as further outlined in [Appendix B – Programmatic Information and Priorities](#) of this NOFO.

## **3. Other Eligibility Criteria/Restrictions**

**a. National Incident Management System (NIMS) Implementation**

FP&S Program applicants are not required to comply with NIMS to apply for FP&S Program funding or to receive an FP&S Program award. Any applicant who receives a FY 2023 FP&S Program award must achieve the level of [NIMS compliance](#) required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government) prior to the end of the grant's period of performance.

**b. National Fire Incident Reporting System (NFIRS)**

NFIRS reporting is not a requirement to apply for any FP&S Program; however, fire departments that receive funding under this program must agree to provide information to the NFIRS for the period of performance covered by the assistance. If a recipient does not currently participate in the incident reporting system and does not have the capacity to report at the time of the award, that recipient must agree to provide information to the system for the award performance period, commencing as soon as possible after they develop the capacity to report. Capacity to report to NFIRS must be established prior to the end of the performance period. The recipient may be asked by FEMA to provide proof of compliance in reporting to NFIRS. Any recipient that stops reporting to NFIRS during their grant's period of performance may be subject to the remedies for noncompliance at 2 C.F.R. § 200.339, unless it has yet to develop the capacity to report to NFIRS, as described above.

**Note:** Although data collection is an important tool for understanding and justifying assistance, participation in other data sources, (E.g., National Fire Operations Reporting System [NFORS]) does not satisfy the requirement for reporting to NFIRS.

**4. Maintenance of Effort (MOE)**

Pursuant to 15 U.S.C. § 2229(k)(3), an applicant seeking an FP&S Program grant shall agree to maintain, during the term of the grant, the applicant's aggregate expenditures relating to activities allowable under this NOFO, at not less than 80% of the average amount of such expenditures in the two fiscal years prior to the fiscal year an FP&S Program grant is awarded.

In other words, an applicant agrees that if it receives a grant award, the applicant will keep its overall expenditures during the award's period of performance for activities that could be allowable costs under this NOFO at a level that is at least 80% or more of the average of what the applicant spent on such costs for those activities in FYs 2021 and 2022. This includes those funded with non-federal funding for activities that could be allowable costs under this NOFO.

**5. Cost Share or Match**

Recipient cost sharing is generally required as described below and pursuant to 15 U.S.C. § 2229(k)(1). In general, eligible applicants shall agree to make available non-federal funds to carry out an FP&S Program award in an amount equal to not less than 5% of the grant award.

FEMA has developed a cost share calculator tool to assist applicants with determining their cost share. The cost share tool is available on the FEMA website at [Fire Prevention and Safety Documents](#).

### **Types of Cost Share**

- i. **Cash (Hard Match):** Cost share of non-federal cash is allowable for FP&S Program grants.
- ii. **In-kind (Soft Match):** In-kind cost share is allowable for FP&S Program grants. This includes using the values for the following in-kind contributions to meet the cost share requirement:
  - Complementary activities (such as providing additional smoke alarms for installation or education materials for public education); and
  - Provision of staff, facilities, services, materials, equipment.

In-kind is the value of something received or provided that does not have a cost associated with it. For example, where an in-kind match is permitted, then the value of donated services could be used to comply with the match requirement. Also, third party in-kind contributions may count toward satisfying match requirements, provided the recipient receiving the contributions expends them as allowable costs in compliance with provisions listed above.

Recipients who use in-kind contributions for their 5% cost share must comply with all applicable regulations and 2 C.F.R. Part 200 regarding matching or cost-sharing. Applicants who are under consideration for award and plan to use in-kind as their method for cost sharing will be asked to submit their plan for documenting and verifying in-kind contributions prior to award. Please see 2 C.F.R. § 200.306, as applicable, for further guidance regarding cost matching.

The award budget will not account for any voluntary committed cost sharing or overmatch. The use of an overmatch is not given additional consideration when scoring applicants.

### **6. Economic Hardship Waivers**

The FEMA Administrator may waive or reduce recipient cost share or MOE requirements in cases of demonstrated economic hardship. Please see [Appendix C – Award Administration Information](#) for additional information.

### **D. Application and Submission Information**

#### **1. Key Dates and Times**

- a. ***Application Start Date:*** **03/11/2024 at 8 a.m. ET**
- b. ***Application Submission Deadline:*** **04/12/2024 at 5 p.m. ET**

All applications **must** be received by the established deadline.

FEMA's Grants Outcomes (FEMA GO) System automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative role that submitted the application will also receive the official date/time

stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled [Timely Receipt Requirements and Proof of Timely Submission](#) of this NOFO.

**FEMA will not review applications that are received after the deadline or consider these late applications for funding.** FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant’s control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

**Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline.** Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. “Timely notification” of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in [Section G](#) of this NOFO. For technical assistance with the FEMA GO system, please contact the FEMA GO Help Desk at [FEMAGO@fema.dhs.gov](mailto:FEMAGO@fema.dhs.gov) or (877) 611-4700, Monday through Friday, 8 a.m. – 6 p.m. ET. For programmatic or grants management questions, please contact your Preparedness Officer or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the FP&S Program Help Desk by phone at (866) 274-0960 or by e-mail at [FireGrants@fema.dhs.gov](mailto:FireGrants@fema.dhs.gov), Monday through Friday, 8 a.m. – 4:30 p.m. ET.

- c. **Anticipated Funding Selection Date:** *No later than 07/31/2024*
- d. **Anticipated Award Date:** Beginning on approximately 07/31/2024 and continuing thereafter until all FY 2023 FP&S Program grant awards are issued (but no later than September 30, 2024).
- e. **Other Key Dates**

| Event                                                             | Suggested Deadline for Completion            |
|-------------------------------------------------------------------|----------------------------------------------|
| Obtaining Unique Entity Identifier (UEI) number                   | Four weeks before actual submission deadline |
| Obtaining a valid Employer Identification Number (EIN)            | Four weeks before actual submission deadline |
| Creating an account with login.gov                                | Four weeks before actual submission deadline |
| Registering in SAM or Updating SAM registration                   | Four weeks before actual submission deadline |
| Registering Organization in FEMA Grants Outcomes (FEMA GO) System | Prior to beginning application               |
| Submitting the final application in FEMA GO                       | One week before the submission deadline      |

## 2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

## 3. Address to Request Application Package

Applications are processed through the [FEMA GO](#) system.

**Note:** Hard copies of the application are not available. However, the Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this notice is (800) 462-7585.

## 4. Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management (SAM)

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

1. Apply for, update, or verify their Unique Entity Identifier (UEI) number and Employer Identification Number (EIN) from the Internal Revenue Service;
2. In the application, provide an UEI number;
3. Have an account with [login.gov](#);
4. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
5. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see the [FEMA GO Startup Guide](#).
6. Submit the complete application in FEMA GO; and
7. Continue to always maintain an active SAM registration with current information during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an

applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting [FireGrants@fema.dhs.gov](mailto:FireGrants@fema.dhs.gov) and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

## 5. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.

## 6. How to Register to Apply

### a. General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

**The registration process can take up to four weeks to complete.** To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have a Unique Entity Identifier (UEI) number, Employer Identification Number (EIN), and an active System for Award Management (SAM) registration.

### b. Obtain a UEI Number:

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form. For more detailed instructions for obtaining a UEI number, refer to: [SAM.gov](https://sam.gov).



**c. Obtain Employer Identification Number:**

In addition to having a UEI number, all entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting: [Apply for an EIN Online](#).

**d. Create a login.gov account:**

Applicants must have a [login.gov account](#) in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here: [login.gov sign up](#).

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements, visit [SAM.gov | Home](#).

**e. Register with SAM:**

In addition to having a UEI number, all organizations must register with SAM. Failure to register with SAM will prevent your organization from applying. SAM registration must be renewed annually and must remain active throughout the entire grant life cycle.

For more detailed instructions for registering with SAM.gov visit [Applicant Registration | grants.gov](#).

**Note:** As a new requirement per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

**I. ADDITIONAL SAM REMINDERS**

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE."

**Please allow plenty of time before the grant application submission deadline to obtain a UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, UEI number, and Employer Identification Number, or EIN, are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

## II. HELP WITH SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the [Federal Support Desk](#) or call toll free (866) 606-8220 Monday - Friday 8 a.m. to 8 p.m. ET.

### f. **Register in FEMA GO, Add the Organization to the System, and Establish the AOR:**

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see the [FEMA GO Startup Guide](#).

**Note:** FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

### 7. **Submitting the Final Application**

Applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D of this NOFO, "[Content and Form of Application Submission](#)." The Standard Forms (SF) may be accessed in the Forms tab under the [SF-424 family on Grants.gov](#). Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

For additional application submission requirements, including program-specific requirements, please refer to [Section D.9: Content and Form of Application Submission](#) of this NOFO.

### 8. **Timely Receipt Requirements and Proof of Timely Submission**

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative (AOR) role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email

serving as proof of their timely submission on the date and time that FEMA GO received the application.

**Applicants who experience system-related issues will be addressed until 3:00 PM ET on the date applications are due.** No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

Applicants using unreliable internet connections, such as dial-up connections, should be aware that submission can take some time before FEMA GO receives your application. FEMA GO will display red validation errors if areas that need additional information to submit the application. Once your application is successfully submitted your application status will change from “pending submission” to “submitted to FEMA”. The FEMA GO Support Center reports that some applicants end the submission because they think that nothing is occurring during the submission process. Do not do this as it may cause your application to fail to be submitted and consequently not be considered for funding. Please give the system time to process the application.

## **9. Content and Form of Application Submission**

### **a. Standard Required Application Forms and Information**

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available on [Grants.gov](https://www.grants.gov); [SF-424](#).

1. **SF-424, Application for Federal Assistance**
2. **Grants.gov Lobbying Form, Certification Regarding Lobbying**
3. **SF-424A, Budget Information (Non-Construction)**
4. **SF-424B, Standard Assurances (Non-Construction)**
5. **SF-LLL, Disclosure of Lobbying Activities**
6. **Indirect Cost Agreement or Proposal** if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see [Section D.10- Funding Restrictions and Allowable Costs](#) of this NOFO for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available, or contact the relevant FEMA staff identified in [Section G- DHS Awarding Agency Contact Information](#) of this NOFO for further instructions.

### **b. Program-Specific Required Forms and Information**

#### **R&D Activity Formatting Requirements**

##### **I. NARRATIVE STATEMENT – FIRE SERVICE PANEL EVALUATION CRITERIA**

Each project must be supported by one Narrative Statement in response to the Fire Service Panel Evaluation Criteria. The Narrative Statement must follow the order of the Fire Service Panel Evaluation Criteria listed within this NOFO. The Fire Service Panel Narrative Statement is limited to 5 pages per project and must be attached as a separate document in the FEMA GO application. Any additional pages after the first 5 will not be reviewed.

**Note:** Fire service reviewers may reference the Science Panel Narrative Statement or the Appendix document but will score the Narrative Statement provided in response to the Fire Service Panel Evaluation Criteria.

The contact information (e-mail address and telephone number) for the PI must be provided on the first page of the Narrative Statement.

## **II. NARRATIVE STATEMENT – SCIENCE PANEL EVALUATION CRITERIA**

Each project must also be supported by one Narrative Statement in response to the Science Panel Evaluation Criteria. The Narrative Statement must follow the order of the Science Panel Evaluation Criteria listed within this NOFO. The Science Panel Narrative Statement is limited to 20 pages per project and must be attached as a separate document in the FEMA GO application. Any additional pages after the first 20 will not be reviewed. The first page of the Narrative Statement must include an abstract of approximately 300 words that addresses purpose and aims, relevance, methods, and anticipated outcomes. All narrative text, including pertinent footnotes, must be in the Narrative Statement. The contact information (e-mail address and telephone number) for the PI must be provided on the first page of the Narrative Statement. Tables and figures may be included in either the Narrative Statement or the Appendix document.

## **III. APPENDIX - SCIENCE PANEL EVALUATION CRITERIA**

Each project must be supported by one Appendix document. The Appendix is limited to 25 pages per project. Any additional pages after the first 25 will not be reviewed. The Appendix may include, as appropriate, data collection instruments, additional tables and figures, illustrations, specifications for product designs, biosketches, and letters of commitment and role descriptions from partners. Additionally, if this project is a resubmission, applicants may use the Appendix to address how they adapted the proposal to address reviewer concerns from a previous year.

## **IV. NARRATIVE STATEMENTS AND APPENDIX FORMATTING**

The Narrative Statements and the Appendix document must use the following style and formatting:

- Font: Times New Roman or Arial
- Font Size: 11 point or larger
- Page Dimensions: Page dimensions must be 8.5" x 11" or smaller
- Margins: All margins (top, bottom, left, and right) must be at least 1"
- Header: The header on each page of the Narrative Statements and the Appendix must contain:
  - PI (surname)
  - Institution name (abbreviated)
  - Project Short Title
  - Page Number

## **V. APPENDIX - BIOGRAPHICAL SKETCH**

A biographical sketch (biosketch) for the PI and lead scientists, as well as other key

personnel listed in the budget, are to be included in the Appendix, but are limited to a maximum of two pages per biosketch. Applicants are strongly encouraged to follow the biosketch sample below.

Early Career Investigator projects must include the biosketch of the mentor(s) and a signed letter of commitment from the mentor(s) on their organization's letterhead.

### **Biosketch Sample for R&D Projects:**

The applicant is limited to a maximum of two pages per biosketch.

- Font Size: 11 point or larger
- Font Type: Times New Roman or Arial
- Page Count: Two (maximum)
- **Must be completed by PI or Co-PI(s)**

|                                                                                                                                                   |                                  |                |                |
|---------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|----------------|----------------|
| NAME<br>(Last, First, Middle)                                                                                                                     |                                  | POSITION TITLE |                |
| Institution/Organization                                                                                                                          |                                  |                |                |
| EDUCATION/TRAINING <i>(Begin with baccalaureate or other initial professional education, such as nursing, and include postdoctoral training.)</i> |                                  |                |                |
| INSTITUTION AND LOCATION                                                                                                                          | DEGREE<br><i>(if applicable)</i> | YEAR(s)        | FIELD OF STUDY |
|                                                                                                                                                   |                                  |                |                |

### **Each biosketch should include:**

- **Positions.** List all selected appointments or other professional positions held, beginning with the present position and include years, title, organization, city, state, and country.
- **Service.** Include selected positions held on advisory committees or other working groups, including all Federal Government advisory committees or other public working groups, beginning with the most recent.
- **Honors.** Include selected honors received in the past 10 years beginning with the most recent.
- **Peer-reviewed publications.** Include selected peer-reviewed publications in the past ten years, beginning with the most recent.
- **Other publications.** Include selected documents produced in the past ten years, beginning with the most recent.
- **Research Support.** List funding sources and amounts for all ongoing and selected completed research projects (federal and non-federal support) for the past ten years.

## 10. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

**Additionally, federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program.**

In addition to the subsections below, please see [Appendix B – Programmatic Information and Priorities, Section d. Restrictions on Uses of Award Funds](#) for additional information on funding restrictions and allowable costs.

### ***a. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services***

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY 2019 NDAA\)](#), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§



200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Guidance is available at [FEMA Policy #405-143-1 - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services](#)

Additional guidance is available at [Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards \(fema.gov\)](#).

**Effective August 13, 2020**, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

- Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

#### **I. REPLACEMENT EQUIPMENT AND SERVICES**

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO.

#### **II. DEFINITIONS**

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the

Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." See 2 C.F.R. § 200.471.

**b. *Pre-Award Costs***

Generally, grant funds cannot be used to pay for products and services contracted for or obligated prior to the effective date of the award. Fees for grant writers are considered an exception and may be included as a pre-award expenditure, see [Appendix C – Award Administration Information](#) for details.

Further, other costs incurred after the application deadline, but prior to an offer of award, may be eligible for reimbursement only if the following conditions are met:

- The recipient must request approval from FEMA to incur such pre-award costs. Requests must be sent via email to [FireGrants@fema.dhs.gov](mailto:FireGrants@fema.dhs.gov) and include the application number and justification narrative. Please note, the recipient must seek approval at the time of acquisition and before the award is announced.
- The recipient must receive written confirmation from FEMA that the expenses have been reviewed and that FEMA has determined the costs to be justified, unavoidable, and consistent with the grant's scope of work.
- The pre-award cost must meet the requirements of 2 C.F.R. § 200.458, which provides that the costs must be necessary for efficient and timely performance of the grant's scope of work.

**Note:** FEMA reserves the right to re-evaluate and disallow pre-award costs at time of award monitoring if it is later determined that the services were not properly procured or do not satisfy the requirements of 2 C.F.R. § 200.458.

See [Appendix C – Award Administration Information](#) for further information regarding grant writer fees and [Section H- Additional Information](#) of this NOFO for general procurement under grants requirements.

**c. *Management and Administration (M&A) Costs***

M&A activities are those directly related to the management and administration of the FP&S award funds, such as financial management and monitoring. M&A expenses should be based only on actual expenses or known contractual costs; requests that are simple percentages of the award, without supporting justification or adequate documentation, will not be allowed or considered for reimbursement. Salaries and fringe benefits for personnel/contractors directly supporting the grant are not required to be included in the M&A budget line item. No more than **3%** of the federal share of FP&S Program funds awarded may be expended by the recipient for M&A for purposes associated with the FP&S Program award.

**d. Indirect Facilities & Administrative (F&A) Costs**

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the FEMA Preparedness Officer for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to FEMA Preparedness Officer for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable.

**e. Other Direct Costs**

**I. AWARD LIMITS**

The total amount of funding a recipient may receive under an FP&S Program award is limited to a maximum federal share of \$1.5 million set by § 33(d)(2) of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. 93-498, as amended (15 U.S.C. § 2229(d)(2)).

The total set aside under the National/State/Regional Programs and Projects - National Strategic Projects category is approximately \$2 million. One to three awards are expected (but not required), each in the amount of **\$300,000 to \$1,000,000**.

R&D Activity applicants applying under the Early Career Investigator category are limited to a maximum federal share of **\$600,000 per project**.

**II. CONSTRUCTION**

Construction costs are **not eligible** under the FP&S Program. Construction includes major alterations to a building that changes the profile or footprint of the structure. Modifications to facilities activities described in [Appendix B – Programmatic Information and Priorities, Section e. Funding Priorities](#) are not considered construction costs for purposes of general award cost categorization and may be eligible. However, modifications to facilities activities might be considered “construction” for purposes of applicable procurement under grants requirements or environmental protection and historic preservation purposes.

**E. Application Review Information**

**1. Application Evaluation Criteria**

**a. Programmatic Criteria**

Funding priorities and programmatic criteria for evaluating FP&S Program applications are established by FEMA based on the recommendations from the Criteria Development Panel

(CDP). Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the FP&S Program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The **nine major fire service organizations** represented on the panel are:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

FEMA will rank all complete submitted applications based on how well they respond to the evaluation criteria. Answers to the application's activity specific questions provide information used to determine each application's ranking.

***b. Financial Integrity Criteria***

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

- i. Financial stability.
- ii. Quality of management systems and ability to meet management standards.
- iii. History of performance in managing federal award.
- iv. Reports and findings from audits.
- v. Ability to effectively implement statutory, regulatory, or other requirements.

***c. Supplemental Financial Integrity Criteria and Review***

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently \$250,000:

- i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and

performance system accessible through the System for Award Management (SAM), which is currently the [Federal Awardee Performance and Integrity Information System](#) (FAPIIS).

- ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

## **2. Review and Selection Process**

FP&S Program applications will be scored competitively by no less than three members of a Peer Review Panel. Applications with the highest score rankings per activity will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, costs/quantities, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed. Section b is the rubric for the peer review process.

### **a. Peer Review Panel Process**

#### **I. FP&S ACTIVITY PROJECTS**

All applications will be evaluated through the Peer Review Panel process. A panel of peer reviewers is comprised of fire service representatives recommended by the CDP. Peer reviewers will assess the merits of each project within the application based on the narrative statement on the requested activity. The evaluation elements listed in the "Narrative Evaluation Criteria" below will be used to calculate the narrative's score for each activity requested. Panelists will independently score each requested activity within the application, if necessary, discuss the merits and/or shortcomings of the application with his or her peers, and document the findings. A consensus is not required.

#### **II. R&D ACTIVITY PROJECTS**

The Peer Review Panel process is composed of a Fire Service Panel Review and a Science Panel Review. Narratives within the application will be evaluated through the following processes:

##### FIRE SERVICE PANEL REVIEW

All eligible project applications will first be reviewed and scored by a panel of fire service experts to assess the need and priority for the research results and the likelihood that the results would be implemented by the fire service in the United States. The projects that are determined most likely to be implemented to enable improvement in firefighter safety, health, or well-being will be deemed to be in the "competitive range" and will be forwarded to the second level of project review, which is the scientific panel review process. A consensus is not required.

### SCIENCE PANEL REVIEW

This panel will be comprised of scientists and technology experts who have expertise pertaining to the subject matter of the proposal. Scientific reviewers will independently score projects in the competitive range and, if necessary, discuss the merits or shortcomings of the project to reconcile any major discrepancies identified by fellow reviewers. A consensus is not required.

### **3. Narrative Evaluation Criteria**

The application's Narrative Statements must provide specific details about the activity for which the applicant seeks funding, including budget details. The weighted evaluation criteria used by the peer reviewers in the determination of the grant award, as described below, make up the elements of the narrative statement score. FEMA conducts reviews of a random sampling of applications to compare them for duplication including the narrative statements and statistical data. Therefore, all elements of the narrative statements must be specific and unique to the applying entity, and all statistical data must be accurate. Applications with narrative statements that have substantial duplication of statements, sentences, or paragraphs to other submitted applications, and/or inaccurate data that may mislead reviewers, may be disqualified. Discovery of falsification, fabrication, or plagiarism of other grant proposals will disqualify the application(s).

**Note:** FEMA evaluates each application on its merit, veracity, and accuracy to ascertain how the narrative statement(s) outlined within the application depicts the applicant's and their community's uniqueness, their particular risks, and how selecting them over a similarly situated applicant advances the objectives of the FP&S to provide critically needed resources to carry out fire prevention education and training, fire code enforcement, fire/arson investigation, firefighter safety and health programming, prevention efforts, and research and development. At any time during application review process, including the technical review stage, FEMA may request additional documentation from applicants, including but not limited to:

- Copies of official or certified documents demonstrating the claimed financial need;
- Copies of the applicant's needs assessment report, survey, or any documented other efforts undertaken to identify the applicant's unique project objectives;
- Copies of the risk analysis conducted to ascertain how said project will address the applicant's unique needs in alignment with their mission and FP&S grant purpose;
- Additional information or evidence detailing the applicant's particular risks; and
- Any other information deemed necessary to adequately weigh the applicant's assistance request for funding under this discretionary-competitive grant program. No applicant is guaranteed funding.

The Narrative Statement blocks do not allow for formatting. Do not type the Narrative Statements using only capital letters. Additionally, do not include tables, special characters or fonts (e.g., quotation marks, bullets), or graphs. Space for the Narrative Statements is limited. While each element must have a minimum of 200 characters, the maximum number of characters varies based on the questions being asked.

Fire Departments and Interest Organizations are assigned differing weights for each scored



element. Peer Review Panelists will evaluate and score each activity based on the following narrative elements within each activity.

**a. FP&S Activity**

**I. FINANCIAL NEED (FIRE DEPARTMENTS – 10%; INTEREST ORGANIZATION – 0%)**

Applicants must describe with particularity their unique financial need in the Applicant Information section of the application and detail how consistent it is with their need for financial assistance to carry out the proposed project(s). Applicants may include other unsuccessful attempts to acquire financial assistance. Applicants should provide detail about the applicant's operating budget, including a high-level breakdown of the budget, the applicant's inability to address financial needs without federal assistance, and other actions the applicant has taken to meet their needs (e.g., state assistance programs or other grant programs).

While interest organizations do not receive points for their financial need, this information is necessary to holistically evaluate and understand the applicant's financial need in comparison to similarly situated applicants.

**II. COMMITMENT TO MITIGATION (FIRE DEPARTMENTS ONLY - 5%)**

Fire department applicants that can demonstrate their commitment and proactive posture to reducing fire risk will receive higher consideration. Applicants must explain their code adoption and enforcement (to include Wildland Urban Interface [WUI] and commercial/residential sprinkler code adoption and enforcement) and mitigation strategies (including whether or not the jurisdiction has a FEMA-approved mitigation strategy). Applicants can also demonstrate their commitment to reducing fire risk by applying to implement fire mitigation strategies (code adoption and enforcement) via this application.

**III. VULNERABILITY STATEMENT (FIRE DEPARTMENTS - 15%, INTEREST ORGANIZATIONS - 25%)**

The assessment of fire risk is essential in the development of an effective project goal, as well as meeting FEMA's goal to reduce risk by conducting a risk assessment as a basis for action. Vulnerability is a "weak link," demonstrating high-risk behavior, living conditions, or any type of high-risk situation. The Vulnerability Statement should include a detailed description of the steps taken to determine the vulnerability and identify the target audience. The methodology for determination of vulnerability (i.e., how the vulnerability was found) should be discussed in-depth in the application's Narrative Statement.

- The specific vulnerability that will be addressed with the proposed project can be established through a formal or informal risk assessment. FEMA encourages the use of local statistics to illustrate the applicant's particular vulnerability, rather than national statistics, when discussing the vulnerability.
- In a clear, concise statement, the applicant should summarize the precise vulnerability the project will address, including who is at risk, what the risks are, where the risks are, and how the risks can be prevented, reduced, or mitigated.
- For the purpose of this NOFO, formal risk assessments consist of the use of

software programs or recognized expert analysis that assess risk trends.

- Informal risk assessments could include an in-house review of available data (e.g., NFIRS) to determine fire loss, burn injuries, or loss of life over a period of time, and the factors that are the cause and origin for each occurrence, including a lack of adoption or enforcement of certain codes.

#### **IV. PROJECT DESCRIPTION (FIRE DEPARTMENTS – 20%, INTEREST ORGANIZATIONS – 25%)**

Applicants must describe in detail not only the project components but also how the proposed project addresses the identified capability gap due to financial need and/or the specific vulnerabilities identified in the vulnerability statement. The following information should be included:

- Project components;
- Review of any existing programs or models that have been successful;
- Detailed description of how the proposed project components fill the identified capability gap; and
- If working with Fire Service Partners/Organizations, identify each partner/organization and the role(s) they will fill in the successful completion of the proposed project.

#### **V. IMPLEMENTATION PLAN (FIRE DEPARTMENTS - 25%, INTEREST ORGANIZATIONS – 30%)**

Each project proposal should include nuanced details on the implementation plan that discusses the proposed project's goals and objectives. The following information should be included to support the implementation plan:

- Goals and objectives;
- Details regarding the methods and specific steps that will be used to achieve the goals and objectives;
- Timelines outlining the chronological project steps (this is critical for determining the likelihood of the project's completion within the period of performance);
- Where applicable, examples of marketing efforts to promote the project, who will deliver the project (e.g., effective partnerships), and the manner in which materials or deliverables will be distributed;
- Requests for props (i.e., tools used in educational or awareness demonstrations), including specific goals, measurable results, and details on the frequency for which the prop will be utilized. Applicants should include information describing the efforts that will be used to reach the high-risk audience and/or the number of people reached through the proposed project (examples of props include safety trailers, puppets, or costumes); and,
- Where human subjects are involved, indicate whether the project has obtained exemption from the Institutional Review Board (IRB) (for details see [Section F.2.g: Human Subjects Research](#) of this NOFO).

**Note:** For applicants proposing a complex project that may require a 24-month period of performance, please include significant justification and details in the

implementation plan that justify the applicant's need for a period of performance of more than 12 months.

**VI. EVALUATION PLAN (FIRE DEPARTMENTS - 15%, INTEREST ORGANIZATIONS - 15%)**

Projects should include a plan for evaluation of effectiveness and identify measurable and quantifiable goals. Applicants seeking to carry out awareness and educational projects, for example, should identify how they intend to determine that there has been an increase in knowledge about fire hazards, or measure a change in the safety behaviors of the audience. Applicants should demonstrate how they will measure risk at the outset of the project in comparison to how much the risk decreased after the project is finished. There are various ways to measure the knowledge gained about fire hazards, including the use of surveys, pre- and post-tests, or documented observations. Applicants are encouraged to attend training on evaluation methods, such as the National Fire Academy's "[Demonstrating Your Fire Prevention Program's Worth](#)."

**Note:** In addition to a detailed evaluation plan as described above, if awarded, grant recipients are required to report on specific performance metrics through performance reports and at closeout (for details see [Section A.11: Performance Measures](#) of this NOFO).

**VII. COST-BENEFIT (FIRE DEPARTMENTS-10%, INTEREST ORGANIZATIONS - 5%)**

Projects will be evaluated and scored by the Peer Review Panelists based on how well the applicant addresses the fire prevention needs of the department or organization in an economic and efficient manner. The applicant should show how it will maximize the level of funding that goes directly into the delivery of the project. The costs associated with the project also must be reasonable for the target audience that will be reached, and a description should be included of how the anticipated project benefit(s) (quantified if possible) outweighs the cost(s) of the requested item(s). The application should provide justification for all costs included in the project to assist the Technical Evaluation Panel with their review.

**Additional Considerations:**

The following considerations are not scored but may impact the evaluation of the entire application. This information may be used by application reviewers or by FEMA during technical review prior to making funding decisions.

- **Meeting the needs of people with disabilities:** Applicants in the Community Risk Reduction category will receive additional consideration if, as part of their comprehensive smoke alarm installation and education program, they address the needs of people with disabilities (e.g., deaf/hard-of-hearing) in their community.
- **Experience and expertise:** Applicants who demonstrate their experience and ability to conduct fire prevention and safety activities, and to execute the proposed or similar project(s), will receive additional consideration.

**b. R&D Activity**

All projects will be reviewed by a fire service expert panel using weighted evaluation criteria, and those projects deemed to be in the “competitive range” will then be reviewed by a scientific peer review panel using weighted evaluation criteria to score the project. Scientific peer review evaluations will impact the ranking of a project for funding. Funding decisions will be informed by an assessment of how well the application addresses the criteria and considerations listed below. Please refer to the program-specific forms and information section for required documents and formatting to be submitted with the application.

It is expected that successful R&D Activity projects may give rise to future programs including FP&S Activity projects.

**I. FIRE SERVICE PANEL EVALUATION CRITERIA**

**i. PURPOSE (25%):**

Applicants should clearly identify the specific benefits of the proposed research project to improve firefighter safety, health, or well-being. The discussion should include:

- The specific risk to firefighter safety, health, or well-being that the project will address;
- The expected benefits of the project, including how the project will prevent, reduce, or mitigate the specific risk;
- The gaps in knowledge that will be addressed; and
- The general project methods planned to produce the intended results.

If applying under **Early Career Investigator**, applicants should identify how this project will support the professional development of the Principal Investigator (PI).

If applying under **Preliminary Studies**, applicants should consider the project being proposed as well as the potential results of a closely related future full study.

**ii. POTENTIAL IMPACT (15%):**

Applicants should discuss the potential impact of the research outcome/product on firefighter safety by quantifying the possible reduction in the number of fatal or non-fatal injuries or on projected well-being by significantly improving the overall health of firefighters. The discussion should include:

- An estimate of the number of firefighters potentially exposed to the risk being addressed by the project; and,
- The potential degree (numbers, percentages, etc.) of risk mitigation from the project results.

**iii. IMPLEMENTATION BY FIRE SERVICE (25%):**

Applicants should discuss how the outcomes/products of this research, if

successful, are likely to be widely/nationally adopted and accepted by the fire service as changes that enhance firefighter safety, health, or well-being. The discussion should include:

- The methods and costs associated with implementation at the fire department level; and,
- Organizations, manufacturers, and/or others that will need to be involved to aid the process of adoption.

**iv. BARRIERS (15%):**

Applicants should identify and discuss potential fire service and other barriers to successfully completing the study on schedule, including contingencies and strategies to deal with barriers if they materialize. This may include barriers that could inhibit the proposed fire service participation in the study, barriers that could inhibit the adoption of successful results by the fire service when the project is completed, or project components most likely to cause delay in successful completion.

If applying under **Early Career Investigator**, applicants should discuss potential barriers specific to that project, such as if the PI does not receive the expected mentorship.

**v. PARTNERS (20%):**

Applicants should recognize that participation of the fire service as a partner in the research from development to dissemination is regarded as an essential part of all projects. Describe the fire service partners and contractors that will support the project to accomplish the objectives of the study. The specific roles and contributions of the partners to the project should be described. Partnerships should be formed with national fire-related organizations and local and regional fire departments appropriate for the project. Letters of support and letters of commitment to actively participate in the project should be included in the Appendix of the application. Generally, participants of a diverse population, including both career and volunteer firefighters, are expected to facilitate acceptance of results nationally. In cases where this is not practical, due to the nature of the study or other limitations, these circumstances should be clearly explained.

**II. SCIENCE PANEL EVALUATION CRITERIA**

**i. PROJECT GOALS, OBJECTIVES, AND SPECIFIC AIMS (ALL APPLICANTS - 15%):**

Applicants should address how the purpose, goals, objectives, and specific aims of the project will lead to results that will improve firefighter safety, health, or well-being. Describe the specific goals and objectives for each year of the project.

**ii. LITERATURE REVIEW (ALL APPLICANTS - 10%):**

Applicants should provide a literature review that is relevant to the project's goals, objectives, and specific aims. The citations should be placed in the

narrative text and references listed at the end of the Narrative Statement (and not in the Appendix) of the application. The review should be of sufficient depth to make it clear that the proposed project is necessary, adds to an existing body of knowledge, is different from current and previous studies, and offers a unique contribution. Applicants may consider previously funded [R&D Activity projects](#).

**iii. PROJECT METHODS (EARLY CAREER INVESTIGATOR APPLICANTS - 15%, ALL OTHER APPLICANTS - 20%):**

Applicants should provide a description of how the project will be carried out, including demonstration of the overall scientific and technical rigor and merit of the project. This includes the operations to accomplish the purpose, goals, and objectives, and the specific aims of the project. Plans to recruit and retain human subjects, where applicable, should be described. Where human subjects are involved, describe plans for submission to the IRB (for details see [Section F.2.g- Human Subjects Research](#) of this NOFO).

**iv. PROJECT MEASUREMENTS (EARLY CAREER INVESTIGATOR APPLICANTS - 15%, ALL OTHER APPLICANTS - 20%):**

Applicants should provide evidence of the technical rigor and merit of the project, such as data pertaining to validity, reliability, and sensitivity (where established) of the facilities, equipment, instruments, standards, and procedures that will be used to carry out the research. The applicant should discuss the data to be collected to evaluate the performance methods, technologies, and products proposed to enhance firefighter safety, health, or well-being. The applicant should demonstrate that the measurement methods and equipment selected for use are appropriate and sufficient to successfully deliver the proposed project objectives.

**v. PROJECT ANALYSIS (EARLY CAREER INVESTIGATOR APPLICANTS - 15%, ALL OTHER APPLICANTS - 20%):**

The applicant should indicate the planned approach for analysis of the data obtained from measurements, questionnaires, or computations. Specify within the plan what will be analyzed, the statistical methods that will be used, the sequence of steps, and interactions as appropriate. It should be clear that the PI and research team have the expertise to perform the planned analysis and defend the results in a peer review process. The adequacy of the number of participants, samples, or tests to address the research question should be discussed.

**vi. DISSEMINATION AND IMPLEMENTATION (ALL APPLICANTS - 15%):**

Applicants should indicate dissemination plans for scientific audiences (e.g., plans for submissions to specific peer review publications) and for firefighter audiences (e.g., via websites, magazines, and conferences). Also, assuming positive results and where applicable, indicate future steps that would support dissemination and implementation throughout the fire service. These are likely to be beyond the current study, so those features of the research activity that will



facilitate future dissemination and implementation should be discussed. All applicants should specify how the results of the project, if successful, might be disseminated and implemented in the fire service to improve firefighter safety, health, or well-being. Additionally, an applicant should specify how the results of the project, if it does not achieve proposed goals, might be disseminated in the fire service to document lessons and inform future projects for improving firefighter safety, health, or well-being.

- vii. MENTORING (EARLY CAREER INVESTIGATOR APPLICANTS ONLY - 15%):**  
An important factor in the evaluation of Early Career Investigator projects is the participation of a mentor(s) in the project. A mentor for the PI should be an experienced researcher in areas appropriate to the research project and be able to provide support to the PI for ongoing development of knowledge and skills throughout the project. The mentor needs to have relationships with the fire service community sufficient to assist the PI in building relationships with fire departments and fire service organizations. The mentor has a role to support the applicant from defining the project and submitting the application for funding through the completion of a funded project. The applicant should identify the mentor(s) that has agreed to support the applicant and the proposed mentoring plan. In the plan, the applicant should discuss the role of the mentor(s) in the project and the expected benefits of the mentoring relationship to the applicant and the project. A biographical sketch and letter of commitment/support from the mentor(s) are required to be included in the Appendix document.

#### **Additional Considerations:**

The following considerations are not scored but may impact the evaluation of the entire application. This information may be used by FEMA during technical review prior to making funding decisions.

- **Cost vs. Benefit:** Cost vs. benefit in this evaluation element refers to the costs of the grant for the R&D project vs. the benefits that are projected for firefighters who would have improved safety, health, or well-being. Applicants should demonstrate a high benefit for the cost incurred and effective utilization of federal funds for research activities.
- **Financial Need:** In the Applicant Information section of the application, applicants must provide details on the need for federal financial assistance to carry out the proposed project(s). Included in the description might be other unsuccessful attempts to acquire financial assistance. Applicants should provide details about the organization's operating budget, including a high-level breakdown of the budget; the organization's inability to address financial needs without federal assistance; and other actions the organization has taken to meet their staffing needs (e.g., state assistance programs, other grant programs).

#### **4. Technical Evaluation Process (TEP)**

The highest scoring project(s) for both activities, will be considered within the fundable range. Projects that are in the fundable range will undergo a Technical Review by the FEMA Program Office prior to being recommended for award.

The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award. Additionally, FEMA will review whether the project duplicates other federally funded research or prevention activities. Once the TEP is complete, a final ranking of projects will be created. FEMA will award grants based on this final ranking and the ability to meet statutorily required funding limitations outlined in Appendix B - Programmatic Information and Priorities of this NOFO.

In awarding grants, the FEMA Administrator is required to consider:

- The findings and recommendations of the Technical Evaluation Panel;
- The degree to which an award will reduce deaths, injuries, and property damage by reducing the risks associated with fire-related and other hazards; and
- The extent of an applicant's need for an FP&S Program grant and the need to protect the United States as a whole.

#### **F. Federal Award Administration Information**

In addition to the language here, please see [Appendix C - Award Administration Information](#) in this NOFO for additional award administration information.

##### **1. Notice of Award**

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An email notification of the award package will be sent through FEMA's grant application system to the Authorized Organization Representative (AOR) that submitted the application.

Recipients must accept their awards no later than 30 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds. Recipients may request additional time to accept the award if needed.

## 2. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

### a. *DHS Standard Terms and Conditions*

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: [DHS Standard Terms and Conditions](#).

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

### b. *Ensuring the Protection of Civil Rights*

As the Nation works towards achieving the [National Preparedness Goal](#), it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving [federal financial assistance](#) from FEMA.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the [DHS Standard Terms and Conditions](#). Additional information on civil rights provisions is available on the FEMA website at; [External Civil Rights Division](#).

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

### c. *Environmental Planning and Historic Preservation (EHP) Compliance*

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

**Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new**

**construction including replacement of facilities, must participate in the FEMA EHP review process.** The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the [FEMA.gov EHP page](#), the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

Applicants may attach the EHP forms during the application period for the project(s) they wish to pursue; however, it does not guarantee award. Once the awards are announced, it is the responsibility of the grant recipients to supply the required EHP form at that time to DHS/FEMA, if they have not submitted it already during the application period. Applicants can only proceed with their project(s) once the EHP review is completed and approved. DHS/FEMA may notify grant recipients via email if EHP review is required and will provide instructions on how to comply.

The GPD EHP screening form is located at [Environmental & Historic Preservation Guidance for FEMA Grant applicants](#). Additionally, all recipients under this funding opportunity are required to comply with the [FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1](#).

FP&S Program applications that involve the installation of supplies/equipment not specifically excluded from a FEMA EHP Review, per the GPD Programmatic Environmental Assessment (PEA), such as ground-disturbing activities, or modification/renovation of existing buildings or structures, will require an EHP review. Some equipment will require an EHP review as well. Such activities include but are not limited to:

- Installation of:
  - Fire/smoke/carbon monoxide alarms
  - Sprinklers
  - Wall mounted lock boxes
  - Storage racks/cabinets
- Building renovations such as removal of wall or installation of electrical or waterlines
- Training/exercises in natural settings such as rope or swift water
- LED Signs
- Tree trimming or vegetation removal/disturbance
- Any scope of work that involves ground disturbances

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes;
- Management, administrative, or personnel actions;
- Classroom-based training;
- Acquisition of mobile and portable equipment (not involving installation) on or in a building and does not require a storage area to be constructed; and
- Purchase of Personal Protective Equipment (PPE).

**d. *Federal Flood Risk Management Standard***

All non-critical new construction or substantial improvement of structures in a Special Flood Hazard Area must, at a minimum, apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach unless doing so would cause the project to be unable to meet applicable program cost-effectiveness requirements. All other types of projects may choose to apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach.

**e. *Difference between Application Request and Award***

During the review process for an FP&S Program award, FEMA may have modified the application request(s). These modifications will be identified in the award package provided upon the offer of an award. If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award. The award package will identify any differences under the Approved Scope of Work section.

**f. *Turndown Notifications***

FEMA GO will provide all applicants who do not receive an FY 2023 FP&S Program award with a turndown notification.

**g. *Human Subjects Research***

The information in this section pertains to both FP&S Activity and R&D Activity applications with projects that include human subjects. See [Appendix B – Programmatic Information and Priorities, Section e. Funding Priorities](#) of this NOFO for more information on eligible projects involving human subjects. DHS/FEMA has a responsibility to ensure that mechanisms and procedures are in place to protect the safety of human subjects in DHS/FEMA-supported research. DHS requirements are set forth in 6 C.F.R. Part 46. A grant recipient must agree to meet all DHS requirements for projects using human subjects (and ensure any subrecipients or subcontractors meet those requirements) prior to implementing any work with human subjects.

For the definition of “research” and “human subjects”, please see [Appendix B – Programmatic Information and Priorities, Section b. Supporting Definitions for this NOFO](#). If a project involves human subjects, the project must undergo review by an Institutional Review Board (IRB). The IRB must provide an approval or exemption determination. In addition, the DHS Compliance Assurance Program Office (CAPO) must review and concur

with the IRB approval or exemption determination. **Both IRB approval/exemption and DHS CAPO concurrence must precede any project activities involving human subjects.**

Examples of projects that typically need IRB and DHS CAPO oversight may include (but are not limited to) individuals that:

- participate in laboratory or field testing of devices or tactics using methods, equipment, or devices outside of standard or proven methods;
- participate in intervention trials; or
- participate in qualitative interviews or focus groups during which they provide personal information, opinions, or feedback identifiable to the individual.

Examples of projects possibly not needing IRB and DHS CAPO oversight may include (but are not limited to) individuals that:

- answer questions on factual aspects (specifications) of things, products, or policies, rather than answering questions about people;
- provide data about department statistics (such as number of employees, call volume, or types of fire calls);
- answer questions about general business-related information;
- carry passive sampling equipment; or
- do not provide personal identifiers.

If an applicant is unsure of the need for IRB and DHS CAPO oversight, the applicant must:

- Obtain an opinion from an IRB and/or submit the project for IRB review; or
- Obtain an opinion from DHS CAPO by contacting the FP&S Program Office. The FP&S Program Office will serve as a liaison to DHS CAPO.

Before enrolling participants or commencing projects involving human subjects, an applicant must:

1. Obtain a review of the project by an internal or third-party IRB or obtain an initial review by the DHS CAPO.
2. If the IRB determines an exempt or non-exempt status, provide a copy of the following to the FP&S Program Office for review by DHS CAPO:
  - Investigators full name(s);
  - Grant number;
  - Department of Health and Human Services (HHS) Office of Human Research Protections (OHRP) Federal-Wide Assurance (FWA) Number;
  - IRB registry number for the IRB of Record (IRB0000XXXX);
  - IRB Panel Number (if reviewed by the full board);
  - IRB approval or exemption memo (ensure the level of risk and review category is included);
  - IRB approved protocol;
  - Complete application submitted to the IRB;
  - Any applicable IRB-approved surveys/questionnaires and recruitment materials (supporting documentation should be stamped by the IRB with the approval date and version number);



- IRB-approved informed consent forms or an IRB-approved waiver of informed consent with DHS listed as the sponsor (or a provide a justification for the exclusion of this information); and
- If applicable, the IRB approved modification letter if this is a modification of an existing approved protocol.
- **Note:** If this is a multi-site study and the additional sites are receiving DHS funding, DHS CAPO will need this same information from the other sites as well.

The FP&S Program Office will provide the above-mentioned documentation to DHS CAPO. DHS CAPO will conduct a regulatory compliance assessment and forward comments or concerns to the FP&S Program Office and the applicant. The applicant must address in writing all regulatory concerns to the satisfaction of DHS CAPO, which may require the submission of revisions to the IRB. The DHS CAPO will then issue a letter of certification or concurrence with the IRB's determination of exempt or non-exempt status. Only then may work with human subjects begin, such as participant enrollment. However, development of tools (e.g., survey instruments), protocols, and data gathering approaches may proceed prior to DHS CAPO certification. Grant recipients must prepare and submit documents to the IRB and DHS CAPO as soon as possible to avoid delays with project implementation. The grant recipient must also submit annual reports to DHS CAPO to include evidence of subsequent IRB reviews, amendments, or any changes of protocol.

- If there is a continuing review, applicants should submit the following:
  - IRB approval letters,
  - Continuing review applications, and
  - Modified documents, recruitment documents, informed consents, or changes of protocol.
- If there is an amendment or modification, applicants should submit the following:
  - IRB approval letters,
  - Amendment or modification applications, and
  - Modified study documents.
- If there is a study closure, applicants should submit the following:
  - IRB acknowledgement of closure, and
  - Closure report or final summary of study submitted to IRB.

#### ***h. R&D Activity – Research Terms and Conditions***

These Research Terms and Conditions implement the requirements of the Uniform Guidance (2 C.F.R § 200) issued by the U.S. Office of Management and Budget as it applies to research-related grants made by federal awarding agencies to institutions of higher education and nonprofit organizations, and consistent with government-wide research policy.

#### **Responsible and Ethical Conduct of Research**

Applicants must have a plan in place to provide appropriate training and oversight in the responsible and ethical conduct of research to undergraduates, graduate students, and postdoctoral researchers who will be supported by FP&S Program funds to conduct research. Training plans should comply with federal laws covering the use of humans in research, and establish procedures for investigating and reporting research misconduct, conflicts of interest,

and for managing recipient's responsibilities under a federal award consistent with the ethical principles of the Belmont Report. (See the National Research Act, Pub. L. 93-348 and the Federal policy for the Protection of Human Subjects or the "Common Rule," codified at 6 C.F.R. Part 46.) Training plans are subject to review, upon request. The recipient shall ensure that these requirements flow down to all subrecipients or are otherwise appropriately addressed in the subaward.

### **Academic Technology Transfer and Commercialization of University Research**

Any institution of higher education, such as defined in section 101(A) of the Higher Education Act of 1965 (20 U.S.C. § 100(a)), that receives FP&S Program support and has received at least \$25 million in total federal research grants in the most recently completed federal fiscal year shall keep, maintain, and make available upon request information concerning its general approach to and mechanisms for transfer of technology and commercialization of research results.

### **Annual Meeting**

The recipient agrees to participate in each two-day annual meeting that may take place during the period of performance and should include the primary staff involved with the grant (example: PI and one researcher). The award recipient also agrees to notify and allow participation/attendance by FP&S Program Office staff at key meetings involving grant activities.

### **Acknowledgement**

For any publication that results from FEMA grant-supported research, the award recipient must include an acknowledgment of FEMA grant support. If the award recipient issues any press releases concerning the outcome of the funded research, FEMA must be notified in advance to allow for coordination.

### **Publications**

The award recipient agrees to provide full public access to any peer reviewed scholarly publications directly arising from research funded by the Federal Government in whole or in part under this award. This shall be accomplished by the recipient providing FEMA the final published documents no later than twelve months after their initial publication for republication by FEMA, in keeping with FEMA's rights under 2 C.F.R. §200.315(b).

## **3. Reporting**

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent. Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other proof of payment documentation for verification.

### ***a. Other Financial Reporting Requirements***

#### **I. FEDERAL FINANCIAL REPORT (FFR)**

Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA. Recipients may review the [Federal Financial Reporting Form \(FFR\) \(SF-](#)

[425](#)). Recipients must file the FFR electronically using FEMA GO.

## **II. FFR REPORTING PERIODS AND DUE DATES**

Recipients are required to submit a Federal Financial Report (FFR or SF-425) on a semi-annual basis. The FFR must be submitted through FEMA GO based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit an FFR throughout the entire period of performance of the grant and for closeout. Reports are due:

- **No later than July 30** (for the period January 1 – June 30)
- **No later than January 30** (for the period July 1 – December 31)
- Within 120 calendar days after the end of the Period of Performance

Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

### ***b. Programmatic Performance Reporting Requirements***

#### **I. PERFORMANCE PROGRESS REPORT (PPR)**

The recipient is responsible for completing and submitting a PPR using FEMA GO. The PPR must be submitted through FEMA GO based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit a PPR throughout the entire period of performance of the grant and for closeout.

The PPR should include the following:

- A brief narrative of overall project(s) status indicating progress toward project objectives;
- A summary of project expenditures;
- A summary of any products from research activities;
- A description of any potential issues that may affect project completion; and,
- Other information specific to the Activities awarded.

Reports are due:

- **No later than July 30** (for the period January 1 – June 30)
- **No later than January 30** (for the period July 1 – December 31)
- Within 120 calendar days after the end of the Period of Performance

Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

### ***c. Closeout Reporting Requirements***

#### **I. CLOSEOUT REPORTING**

Within 120 calendar days after the end of the period of performance for the prime award or after an amendment has been issued to close out an award before the original POP ends, recipients must liquidate all financial obligations and must submit the following:

- The final request for payment, if applicable.

- The final FFR (SF-425).
- The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance. **Note: R&D Activity** recipients must provide a minimum of ten (10) pages that emphasizes results derived from the funded project throughout the period of performance. The format for this document should include the following sections:
  - Specific Aims of the Project,
  - Rationale for the Study,
  - Relevance to the Fire Service,
  - Project Partners and their Role,
  - Methods,
  - Outcomes, and
  - Significance, Implications, and Recommendations for the Fire Service.
- Other documents required by this NOFO, terms and conditions of the award, or other FEMA guidance.

In addition, pass-through entities are responsible for closing out their subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 calendar days of the period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of the prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for at least three years from the date of the final FFR. The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

## II. ADMINISTRATIVE CLOSEOUT

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

#### ***d. Additional Reporting Requirements***

##### **I. DISCLOSING INFORMATION PER 2 C.F.R. § 180.335**

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient accepts a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

- i. Are presently excluded or disqualified;
- ii. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
- iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
- iv. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

## **II. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE**

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds \$10,000,000 for any period of time during the period of performance of an award under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

## **III. SINGLE AUDIT REPORT**

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.

The audit must be performed in accordance with the requirements of [U.S. Government Accountability Office's \(GAO\) Government Auditing Standards](#), and the requirements of [Subpart F of 2 C.F.R. Part 200](#).

## **4. Monitoring and Oversight**

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

Effective monitoring and oversight help FEMA ensure that recipients use grant funds for their intended purpose(s); verify that projects undertaken are consistent with approved plans; and ensure that recipients make adequate progress toward stated goals and objectives. Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. FEMA regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to evaluate progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance.

FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal



Government-wide and FEMA regulations. Aside from reviewing quarterly financial and programmatic reports, FEMA may also conduct enhanced monitoring through either desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

## **G. DHS Awarding Agency Contact Information**

### **1. Contact and Resource Information**

#### ***a. Program Office Contact***

The FP&S Program Helpdesk provides technical assistance to applicants for the online completion and submission of applications into FEMA GO, answers questions concerning applicant eligibility, recipient responsibilities, and helps in the programmatic administration of awards. The FP&S Program Helpdesk can be contacted at (866) 274-0960 or by email at [FireGrants@fema.dhs.gov](mailto:FireGrants@fema.dhs.gov). Normal hours of operation are Monday through Friday, 8 a.m. to 4:30 p.m. ET.

#### ***b. FP&S Program Application Guidance Documents***

Guidance documents such as application tutorials, Self-Evaluation Guides, and Frequently Asked Questions (FAQs) are provided to further explain the current FP&S Program, assist

with the online grant application, and highlight lessons learned and changes for FY 2023. For more details, please visit the [FP&S Program website](#).

**c. *FEMA-Grants-News***

FEMA-Grants-News is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. FEMA-Grants-News provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. FEMA-Grants-News can be reached by phone at (800) 368-6498 or by e-mail at [FEMA-Grants-News@fema.dhs.gov](mailto:FEMA-Grants-News@fema.dhs.gov) Monday through Friday, 9:00 AM – 5:00 PM ET.

**d. *Grant Programs Directorate (GPD) Award Administration Division***

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov).

**e. *Equal Rights***

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to [FEMA-CivilRightsOffice@fema.dhs.gov](mailto:FEMA-CivilRightsOffice@fema.dhs.gov).

**f. *Environmental Planning and Historic Preservation***

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to [gpdehpinfo@fema.dhs.gov](mailto:gpdehpinfo@fema.dhs.gov).

**2. Systems Information**

**a. *FEMA GO***

For technical assistance with the FEMA GO system, please contact the [FEMA GO Helpdesk](#) or (877) 611-4700, Monday through Friday, 8:00 AM – 6:00 PM ET.

**H. Additional Information**

**1. Termination Provisions**

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

**a. *Noncompliance***

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also [Section H.9- Actions to Address Noncompliance](#).

**b. *With the Consent of the Recipient***

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

**c. *Notification by the Recipient***

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

**2. *Program Evaluation***

Federal agencies are encouraged to structure NOFOs that incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting agency priority goal(s) and program outcomes.

[OMB Memorandum M-21-27](#), Evidence-Based Policymaking: Learning Agendas and Annual Evaluation Plans, implementing Title I of the Foundations for Evidence-Based Policymaking Act of 2018, Pub. L. No. 115-435 (2019) (Evidence Act), urges federal awarding agencies to use program evaluation as a critical tool to learn, improve equitable delivery, and elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency.” Evidence Act, § 101 (codified at 5 U.S.C. § 311).

As such, recipients and subrecipients are required to participate in a DHS-, Component, or Program Office-led evaluation if selected, which may be carried out by a third-party on behalf of the DHS, its component agencies, or the Program Office. Such an evaluation may involve information collections including but not limited to surveys, interviews, or

discussions with individuals who benefit from the federal award program operating personnel, and award recipients, as specified in a DHS-, component agency-, or Program Office-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect) Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

### **3. Period of Performance Extensions**

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to the recipient's and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with as needed when preparing an extension request. Recipients should request extensions sparingly and only under exceptional circumstances. Approval is not guaranteed. R&D Activity grants with a 4-year POP are not expected to need an extension.

All extension requests must address the following:

- a. The grant program, fiscal year, and award number;
- b. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
- c. Current status of the activity(ies);
- d. Approved POP termination date and new project completion date;
- e. Amount of funds drawn down to date;
- f. Remaining available funds, both federal and, if applicable, non-federal;
- g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
- h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
- i. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 60 days prior to the end of the POP to allow sufficient processing time. The review process can take up to 30 calendar days or longer. Recipients should factor this review period into the timing of when to submit a request for an extension. In accordance with FEMA policy, FEMA reviews extensions on a case-by-case basis and are typically granted for no more than a six-month period.

#### **4. Disability Integration**

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against other qualified individuals with disabilities.

Grant recipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant.

FEMA expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities to the extent practicable.
- Acquire language translation services, including American Sign Language, that provide public information across the community and in shelters.
- Ensure shelter-specific grant funds are in alignment with FEMA's [Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters](#).
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards and making path of travel to the primary function area accessible to the greatest extent possible.
- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, language access, and information access. Examples of effective

communication access include providing auxiliary aids and services such as sign language interpreters, Computer Aided Real-time Translation (CART), and materials in Braille or alternate formats.

FEMA grant recipients can fund projects towards the resiliency of the whole community, including people with disabilities, such as training, outreach and safety campaigns, provided that the project aligns with this NOFO and the terms and conditions of the award.

## **5. Conflicts of Interest in the Administration of Federal Awards or Subawards**

For conflicts of interest under grant-funded procurements and contracts, refer to [Section H.6-Procurement Integrity](#) in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level pass-through entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

## **6. Procurement Integrity**

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements at 2 C.F.R. §§ 200.317 – 200.327 when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331. For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT), such as the [PDAT Field Manual](#) and [Contract Provisions Guide](#). Additional resources, including an upcoming trainings schedule can be found on the PDAT Website: <https://www.fema.gov/grants/procurement>.



The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327.** Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and the required procurement methods at § 200.320.

**a. *Important Changes to Procurement Standards in 2 C.F.R. Part 200***

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women's business enterprises, and labor surplus area firms per 2 C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322. More information on OMB's revisions to the federal procurement standards can be found in [Purchasing Under a FEMA Award: OMB Revisions Fact Sheet](#).

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently \$10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(v). The federal simplified acquisition threshold is currently \$250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award. See 2 C.F.R. § 200.1 (citing the definition of simplified acquisition threshold from [48 C.F.R. Part 2, Subpart 2.1](#)).

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as [Section D.10.a](#) of the NOFO regarding prohibitions on covered telecommunications equipment or services.

**b. Competition and Conflicts of Interest**

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract**

**supported by a federal award if he or she has a real or apparent conflict of interest.**

Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. 200.318(c)(2), if the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

**c. Supply Schedules and Purchasing Programs**

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

**I. GENERAL SERVICES ADMINISTRATION SCHEDULES**

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at <https://www.gsa.gov/resources-for/programs-for-State-and-local-governments> and <https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments>.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes,

local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women’s business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

## **II. OTHER SUPPLY SCHEDULES AND PROGRAMS**

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA preparedness officer.

### **d. Procurement Documentation**

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.
- Additional information on required procurement records can be found on pages 24-26 of the [PDAT Field Manual](#).

## **7. FEMA Financial Assistance Programs for Infrastructure**

### **a. *Build America, Buy America Act***

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For FEMA's official policy on BABAA, please see FEMA Policy 207-22-0001: Buy American Preference in FEMA Financial Assistance Programs for Infrastructure available at [https://www.fema.gov/sites/default/files/documents/fema\\_build-america-buy-america-act-policy.pdf](https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf) To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#) and [https://www.fema.gov/sites/default/files/documents/fema\\_build-america-buy-america-act-policy.pdf](https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf)

### **Waivers**

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

1. Applying the domestic content procurement preference would be inconsistent with the public interest.
2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

### **Definitions**

Construction materials: an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, paint, and drywall.

Domestic content procurement preference: Means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Federal financial assistance: Generally defined in 2 C.F.R. § 200.1 and includes all expenditures by a federal agency to a non-federal entity for an infrastructure project, except that it does not include expenditures for assistance authorities relating to major disasters or emergencies under sections 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act relating to a major disaster or emergency declared under section 401 or 501, respectively, or pre and post disaster or emergency response expenditures.

Infrastructure: infrastructure projects which serve a public function, including at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy.

Produced in the United States: means the following for:



1. **Iron and steel:** All manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. **Manufactured products:** The product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. **Construction Materials:** All manufacturing processes for the construction material occurred in the United States. Project: is any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.

## 8. Record Retention

### a. Record Retention Period

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award generally must be maintained for at least three years from the date the final FFR is submitted. See 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with Federal funds must be retained for **three years after final disposition of the property**. See 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. See 2 C.F.R. § 200.334(a).
- The **record retention period will be extended if the non-federal entity is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs, or pass-through entity. See 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. See 2 C.F.R. § 200.334(e).
- For indirect cost rate computations and proposals, cost allocation plans, or any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other**

**accounting period covered by that indirect cost rate.** See 2 C.F.R. § 200.334(f).

**b. Types of Records to Retain**

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

**9. Actions to Address Noncompliance**

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see [Section H.1- Termination Provisions](#) in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long as the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention.
- Failure to follow the procurement under grants requirements.
- Failure to submit closeout documents in a timely manner.
- Failure to follow EHP requirements.
- Failure to comply with the POP deadline.

## 10. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that

expend \$750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see [Section F.3.d.III- Single Audit Report](#) of this NOFO.

The objectives of single audits are to:

- Determine if financial statements conform to the Generally Accepted Accounting Principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine if the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the [Federal Audit Clearinghouse](#) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor's possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity's compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

## 11. Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. Payment requests are submitted through FEMA GO.

## 12. Whole Community Preparedness

Preparedness is a shared responsibility that calls for the involvement of everyone—not just the government—in preparedness efforts. By working together, everyone can help keep the nation safe from harm and help keep it resilient when struck by hazards, such as natural disasters, acts of terrorism, and pandemics.

[Whole Community](#) includes:

- Individuals and families, including those with access and functional needs
- Businesses
- Faith-based and community organizations
- Nonprofit groups
- Schools and academia
- Media outlets
- All levels of government, including state, local, tribal, territorial, and federal partners

The phrase “Whole Community” often appears in preparedness materials, as it is one of the guiding principles. It means two things:

1. Involving people in the development of national preparedness documents.
2. Ensuring their roles and responsibilities are reflected in the content of the materials.

## 13. Appendix A – FY 2023 FP&S Program Updates

Appendix A contains a brief list of changes between FY 2022 and FY 2023 to the FP&S Program. Changes to the FY 2023 FP&S Program NOFO include:

- Under [Section B.4 – Period of Performance](#)
  - Added that the period of performance for projects proposed under the R&D Activity will be 12, 24, or 36, or 48 months from the date of award.
- Under [Section C.1.b – Eligible Applicants](#)
  - Added research foundations and public safety institutions as examples of non-profit organizations that are eligible under the R&D Activity.
- Under [Section E.3.b – R&D Activity Science Panel Evaluation Criteria](#)
  - Added that an applicant must discuss the adequacy of the number of participants or samples to address the research question under the Project Analysis criteria.
- Under [Appendix B – Restrictions on Uses of Award Funds](#)
  - Removed the requirement that Fire Safety Trailers are only eligible under regional projects.
- Under [Appendix B - FP&S Activity, Community Risk Reduction Category](#)

- Clarified that FEMA requires residential smoke and carbon monoxide detectors to be installed in accordance with the most recent NFPA 72 National Fire Alarm and Signaling Code. For example, 2022 Edition of NFPA 72, Chapter 29, specifically section 29.7.1 for carbon monoxide detectors and section 29.8.1 for smoke detectors.
- Clarified that fire sprinkler trailers/side by side trailers for the purpose of public education are eligible and 75% of usage must be dedicated to public education.
- Clarified that fire safety trailers/houses for the purpose of educating the public on the basics of fire behavior and residential fire hazards are eligible, must be submitted under the Public Education Category, and 75% of usage must be dedicated public education.
- Under [Appendix B – FP&S Activity, Fire & Arson Investigation Category](#)
  - Clarified the definition of arson investigation trailers as trailers equipped to perform fire origin and cause investigations.
- Under [Appendix B - FP&S Activity, National/State/Regional Programs and Projects](#)
  - Revised National Strategic Projects to projects that directly advance the National Strategy culminating from the US Fire Administrator Working Groups.
- Under [Appendix B – FP&S Activity, Ineligible Projects and Items](#)
  - Clarified that allowable costs may be limited to reasonable amounts, as determined by FEMA.
  - Added that trailers for the purpose of firefighting training/suppression (such as burn trailers or maze trailers) are ineligible.
  - Clarified guidance on giveaways, including that the cap does not apply to state or national projects and that safety devices are not considered giveaways.
  - Added that code plan review stations, technology development/building of virtual reality games/simulations, ballistic vests, body cameras, firefighter props, or any items/activities intended to be primarily funded under the Assistance to Firefighters Grant (AFG) Program or Staffing to Adequate Fire and Emergency Response (SAFER) Program are ineligible.

#### **14. Appendix B – Programmatic Information and Priorities**

Appendix B contains details on FP&S Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

##### ***a. Ineligible Applications and/or Organizations***

Eligible applicants may apply for funding under both eligible activities (FP&S and R&D) but must complete a separate application for each eligible activity. Each application may be for up to three projects under that activity, however each project within an application must be presented separately as a free-standing proposal. Applicants are limited to one application per activity, per application period. If an applicant submits two applications for the same activity during a single application period, FEMA will disqualify both applications.

##### ***Example 1***



A community has a strategic goal of reducing the number of fires caused by the use of barbecue grills on the balconies of apartments. Attainment of this goal will be supported through two projects.

The applicant plans to:

- Launch a public education project; and
- Strengthen code enforcement activities.

Although both projects aim to reach the same goal, the projects are independent of one another and may be funded as such. Therefore, the public education items would be listed as one supporting project and the code enforcement items listed as the second supporting project.

Although both projects will be included in one application, the projects must be independent in that the completion of one project, or any tasks within that project, does not depend on the funding of the other project. Each project requires its own separate supporting budget and narrative statement explaining how accomplishing these independent projects will help achieve the overall goal.

#### Example 2

A community or organization may have more than one strategic goal depending on its audience or risk. For example, a national organization may have a goal to reduce firefighter fatalities through a national outreach project. It may also have a goal to implement an online training program. The organization would create one project for firefighter safety initiatives and a second project for the online training program. Both projects can be included in one application under the FP&S Activity.

If two or more of the following entities have different funding streams, personnel rosters, and EINs but share the same facilities, FEMA considers them as being separate organizations for the purposes of FY 2023 FP&S Program eligibility:

- Fire departments
- National, state, local, federally recognized tribal, and non-profit interest organizations
- Other non-profit organizations, such as academic (e.g. universities), research foundations, public safety institutes, public health, occupational health, and injury prevention institutions

If two or more organizations share facilities and each submits an application in the same activity (e.g., Community Risk Reduction, Wildfire Risk Reduction, Code Enforcement/Awareness, Fire & Arson Investigation, and National/State/Regional Programs and Projects), FEMA reserves the right to review all of those program area applications for eligibility. This determination is designed to avoid the duplication of benefits.

#### **Examples of ineligible applications and/or organizations include:**

- For-profit organizations, federal agencies, and individuals

- Fire departments that are a Federal Government entity, or contracted by the Federal Government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land
- Fire departments that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ
  - However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity
- Non-federal airport or port authority fire departments whose sole responsibility is the suppression of fires on the airport grounds or port facilities, unless the airport/port fire department has a formally recognized arrangement with the local jurisdiction to provide fire suppression on a first-due basis outside the confines of the airport or port facilities
- If an applicant submits two or more applications for the same activity, both applications may be disqualified
  - This is different from when an entity is applying on behalf of other organizations that are agencies or instrumentalities of the applicant (e.g., multiple fire departments under the same county, city, borough, parish, or other municipality)
  - In that situation, the applicant may request similar or the same costs as long as the application clearly states which costs (including quantities) are for which agency/instrumentality
  - This is permissible even if that entity submits multiple applications across regional versus direct applications

***b. Supporting Definitions for this NOFO***

**Authority Having Jurisdiction (AHJ)** is that person or office charged with enforcing the NFPA codes (Per NFPA101-2015 Edition: Life Safety Code).

**Career Fire Department**, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

**Combination Fire Department**, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend on a per-event basis, or paid on-call, to be a combination fire department.

**Human Subject** means a living individual about whom an investigator (whether professional or student) conducting research:

- i. obtains information or biospecimens through intervention or interaction with the individual, and uses, studies, or analyzes the information or biospecimens; or,
- ii. obtains, uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens.

Human subjects are the living participants involved in the testing of some object, measurement of physiologic or biologic process, providing an opinion about behavior, identifying personal behaviors, or participating in an intervention, either as a test or control person. Human subjects may be a healthy individual or a clinical patient.

**Interest Organizations** are national, regional, state, local, tribal, and non-profit entities that are recognized for their experience and expertise in fire prevention and safety programs.

**Fire Department** is an agency or organization that has a formally recognized arrangement with a state, territory, local government, or tribal authority (city, county, parish, fire district, township, town, village or other governing body) to provide fire suppression on a first-due basis to a fixed geographical area. Fire departments may be comprised of members who are volunteer, career, or a combination of volunteer and career.

**Primary First Due** is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident.

**Research** means a systematic investigation, including development, testing, and evaluation, designed to develop or contribute to generalizable knowledge. Research should be conducted in accordance with suitable methodologies set by specific professional fields and academic disciplines. Any research involving human subjects must be reviewed by an IRB (for details see [Section F.2.g- Human Subjects Research](#) of this NOFO). Only projects determined by an IRB as exempt from further IRB oversight are eligible for FP&S activity funding under the National/Regional/State Programs and Projects category.

**State** is defined as any of the 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

**Volunteer Fire Department**, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel.

### c. **Application Tips**

The following information may be useful when preparing a competitive application:

- For the most competitive applications, select the local need(s) that most closely align with one or more FP&S Program funding priorities.
- Applications differ based on the applicant type. For example, the FP&S Activity application will be different from the R&D Activity application; the FP&S Activity application will be different for a fire department than an interest organization applying for the same FP&S Activity. Be sure to select the appropriate applicant type when applying.
- When filling out the online application, applicants are required to provide basic demographic information regarding their organization and the community served and must provide detailed information regarding the items or activities for which they are seeking funding.

- When adding costs to the application, applicants must include total project costs (including both the federal and non-federal portion) to ensure that the cost share is correctly calculated.
- If awarded, the application request(s) may be modified during the award review process; if the awarded activities, Scope of Work, or amount(s) do not match the application as submitted, the grant recipient shall only be responsible for completing the activities actually funded. The grant recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award.

**d. Restrictions on Uses of Award Funds**

- Under the FP&S Activity, applications that request a Risk Assessment project are precluded from applying for, or being awarded, additional FP&S Activity projects.
- Firefighter overtime for fire suppression and operational activities are not allowable expenses but documented firefighter overtime costs to support awarded activities (such as smoke alarm installation) are allowable personnel expenses.
- A project awarded under either the FP&S Activity or the R&D Activity requires IRB review if human subjects are involved (see definitions above and [Section F.2.g- Human Subjects Research](#) of this NOFO).

**e. Funding Priorities**

**I. FP&S ACTIVITY OVERVIEW**

FEMA desires to provide flexibility to applicants to design innovative strategies and/or unique proposals that reach for a higher level of safety for the public with respect to fire and fire-related hazards. All proposals, as part of the vulnerability statement, will be evaluated on how well the applicant demonstrates the understanding of their actual community fire and safety risks. A community risk assessment should be used to document the “risk” as a basis for mitigation. If the applicant has evidence of a community risk, the application should be based on solving the problem that will reduce the risk. A risk analysis should be the foundation of the application.

FEMA encourages applicants designing fire prevention initiatives to utilize the “Fire is Everyone’s Fight™” campaign from the United States Fire Administration (USFA). This program uses a wide range of resources to communicate the importance of taking action to protect ourselves and the people we love from the dangers of fire. “Fire is Everyone’s Fight™” is designed to unite the fire service and many others in a collaborative effort to reduce home fire injuries, deaths, and property loss. It invites fire departments, safety advocates, community groups, schools, and others to rally behind a common and compelling theme. USFA and its partners will communicate and reinforce key lessons across many proven fire safety and prevention initiatives and programs, available at [Fire Is Everyone's Fight® \(fema.gov\)](#).

**1. Comprehensive Fire and Life Safety Education Program**

A comprehensive education program goes beyond awareness of risk factors. It is based on a plan that contains elements designed to result in knowledge gain, application of knowledge, and ultimately, behavior change based upon understanding

and acceptance of new knowledge and skills. The five-step planning process, as developed by the USFA, is used for the design, implementation, and evaluation of comprehensive education programs. Important steps in the process include risk analysis, community partners, intervention strategy, implementation, and evaluation. An intervention strategy that incorporates multiple Es (Education, Engineering, and Enforcement) has the best chance of making a measurable difference.

**Note:** More information on the five-step planning process can be found in the [U.S. Fire Administration’s “Public Fire Education Planning: A Five-Step Process”](#) guide.

### EXAMPLE

People learn best when information is presented simply, repeated often, sustained over a period of time, and practiced. This is especially true when educating children about fire and life safety. A comprehensive education program using a fire safety trailer might look like this:

- **Risk Analysis:** The fire department uses local incident data to identify and prioritize the types of fires occurring in the community. The program planning team ensures appropriate educational messages are included to address the fire problems that are causing these incidents. They focus attention and resources in specific areas or neighborhoods where fire calls are most frequent.
- **Community Partners:** The fire department reaches out to schools in the neighborhoods at highest risk of fire to schedule a safety trailer visit. They partner with classroom teachers, who work with the students ahead of time to prepare for the visit. The teacher introduces key fire safety concepts, along with vocabulary words the firefighters will use during the visit.
- **Intervention Strategy:** The safety trailer is used as a hands-on tool for students to learn and practice what they know about fire safety. Lessons are tailored to the age and ability of the students. For example, the smoke feature is not used for a classroom of preschoolers, as this would frighten some of the children.
- **Implementation:** The trailer visit is implemented as part of a three-part implementation strategy - before, during, and after. BEFORE the visit, teachers prepare students about what they will learn and do when the trailer visits their school. DURING the visit, firefighters explain key safety messages in simple terms and give students a chance to practice what to do. AFTER the visit, teachers talk with students about what they learned, and encourage them to test their smoke alarms and practice a home fire drill with their families. The teachers help identify families that do not have smoke alarms. When possible, the fire department follows up with these families to install smoke alarms in these homes and educate the parents and caregivers about fire safety. Use of multiple Es might be appropriate lessons (Education) combined with free smoke alarm installation (Engineering) according to code requirements (Enforcement).
- **Evaluation:** With the teacher’s help, the fire department conducts a follow up session with the students in class to review lessons learned and gauge sustained knowledge. Additionally, with assistance from the school, the fire

department may send home a parent survey to determine how many homes installed smoke alarms, tested smoke alarms, and practiced a family fire drill since the visit. The fire department would then compare current local incident data with the data collected during the risk analysis to determine the impact of the program.

## 2. Category Priorities and Eligible Projects

The following tables list the eligible categories and priorities under the FP&S Activity.

### i. Community Risk Reduction Category

#### Community Risk Reduction Category - Program Priorities

According to data available to FEMA and the USFA, working smoke alarms and residential sprinklers greatly reduce the risk of fire casualties for the nation's residents. Therefore, under this category there are three distinct, but equal, priorities.

- **Smoke Alarm Installations:** Programs that target a specific high-risk population to conduct both door-to-door smoke alarm installations and provide home safety inspections, as part of a comprehensive home fire safety campaign. The comprehensive home fire safety campaign must also include an educational program that is delivered to the occupant at the time of the installation and inspection. Installation may include combination smoke and carbon monoxide alarms.

Further, additional consideration will be given to applicants who incorporate supplies for deaf/hard-of-hearing alarm installations as part of their comprehensive installation and education effort (hardwiring of deaf/hard-of-hearing smoke alarms is eligible).

FEMA, through its FP&S Program, promotes the use of smoke alarms that are powered by non-removable, long-life batteries, and are enclosed within a tamper-resistant housing. Applicants who do not plan on using smoke alarms powered by non-removable, long-life batteries, and are not enclosed within a tamper-resistant housing, must address the rationale for using alternatives.

FEMA requires residential smoke and carbon monoxide detectors to be installed in accordance with the most recent NFPA 72 National Fire Alarm and Signaling Code. For example, 2022 Edition of NFPA 72, Chapter 29, specifically section 29.7.1 for carbon monoxide detectors and section 29.8.1 for smoke detectors.

- **Sprinkler Awareness:** Programs that include sprinkler awareness that affect the entire community in this effort, such as educating the public about sprinklers, promoting sprinklers, and demonstrating working models of sprinklers. Installation of sprinkler systems is only eligible if proposed as part of a sprinkler demonstration/educational effort.



### Community Risk Reduction Category - Program Priorities

Fire sprinkler trailers/side by side trailers for the purpose of public education are eligible. 75% of usage must be dedicated to public education.

- **Risk Assessments:** Community-appropriate comprehensive risk assessments and risk reduction planning. WUI risk assessment projects should be applied for under this category.

**Note:** Applications that request a risk assessment are precluded from applying for or being awarded additional projects.

### Community Risk Reduction - Examples of Other Eligible Projects

- **Smoke Alarms:** Applicants who are unable to meet the above stated funding priority (door-to-door installations and home safety inspections) for this category are still eligible to apply for smoke alarms (or combination smoke and carbon monoxide [CO] alarms). This includes projects that encompass educational components that teach how smoke alarms work to provide early warning in case of a fire, while promoting the installation of smoke alarms and/or inspections to assure that previously installed smoke alarms are operational. Applicants who will not perform installation of the alarms should discuss in their Narrative Statement the methodology for ensuring that the alarms will be properly installed in accordance with the most recent NFPA 72 National Fire Alarm and Signaling Code. For example, 2022 Edition of NFPA 72, Chapter 29, specifically section 29.7.1 for carbon monoxide detectors and section 29.8.1 for smoke detectors. FEMA, through its FP&S Program, promotes the use of smoke alarms that are powered by non-removable, long-life batteries, and are enclosed within a tamper-resistant housing. Applicants who do not plan on using smoke alarms powered by non-removable, long-life batteries, and are not enclosed within a tamper-resistant housing, must address the rationale for using alternatives.
- **Training:** Local or regional projects to educate or train personnel in the area of public education are eligible under this activity.
- **General Prevention/Awareness:** Projects that include general prevention initiatives, including lock-box installation, CO detectors, address markers, cooking range technologies, etc., are eligible under this activity.
- **Public Education:** National or local projects that promote the reduction of injury due to fire or other safety hazards are eligible under this activity. Projects may include burn prevention, media/public relations campaigns, injury prevention, or other community risk reductions that could be justified in the Narrative Statement.

Educational props (educational tools), including fire extinguisher trainers, must be part of a comprehensive and detailed public safety education campaign.

An LED/electronic sign is eligible if it is part of a comprehensive and detailed public safety education campaign. Only one LED/electronic sign is allowed per applicant and

### Community Risk Reduction - Examples of Other Eligible Projects

75% of usage must be dedicated to the comprehensive/detailed public education campaign. Additional restrictions apply (for details see [Section F.2.c- Environmental Planning and Historic Preservation \(EHP\) Compliance](#) of this NOFO).

Eligible items also include escape planning, model homes, and curriculum delivery tools. Projects that will deliver training to the public in the area of automatic external defibrillators (AEDs), Cardio-Pulmonary Resuscitation (CPR), or age-appropriate fire extinguisher training will be considered. However, if the projects are for fire department operational staff, these projects should be requested under the AFG Program.

Fire safety trailers/houses for the purpose of educating the public on the basics of fire behavior and residential fire hazards are eligible and must be submitted under the Public Education Category. 75% of usage must be dedicated public education.

- **Juvenile Fire Setter Projects:** Projects that are designed to mitigate the instances of fire set by children are eligible under this activity. Projects may have treatment and intervention components. The intervention components should be age appropriate.

## ii. Wildfire Risk Reduction

### Wildfire Risk Reduction - Program Priority

Education and awareness programs that protect lives, property, and natural resources from fire in the WUI (not forestry), including Community Wildfire Protection Plans (CWPP) or programs supporting fire adapted community initiatives, should be applied for under this activity. Fuel reduction demonstrations, in a targeted location as part of an awareness and education effort, are considered but additional restrictions apply (for details see [Section F.2.c- Environmental Planning and Historic Preservation \(EHP\) Compliance](#) of this NOFO). Education and awareness programs should apply to the entire community such as educating the public about fire-related WUI risks, promoting fuel reduction, and may include a community Wood Chipper Program and/or External Home Sprinkler Kits.

**Note:** WUI risk assessment projects should be applied for under the Community Risk Reduction, Risk Assessment Category.

### Wildfire Risk Reduction - Examples of Other Eligible Projects

- External Home Sprinkler Kits - only eligible if proposed as part of a WUI education/awareness effort.
- Wood Chipper Programs - only eligible if proposed as part of a WUI education/awareness effort. Wood Chipper Programs may include contract services for fuel reduction or removal (community wood chipper) or renting wood chippers plus salary and benefits for employees with dedicated community wood chipper duties. Wood Chippers may not be purchased through this grant program.

### iii. Code Enforcement/Awareness Category

#### Code Enforcement/Awareness Category - Program Priority

Projects that focus on first time or reinstatement of code adoption and code enforcement, including WUI fire codes for communities with a WUI-wildfire risk. See the [U.S. Fire Administration Wildfire and the Wildland Urban Interface \(WUI\) resources](#) for additional information.

#### Code Enforcement/Awareness Category - Examples of Other Eligible Projects

- Assistance for the adoption or awareness of building codes.
- Support for conducting inspections or pre-planning (including personnel costs, software, supplies, and training assistance).
- Promotion of code enforcement to improve engineering and/or enacting fire-related ordinances for new construction.

### iv. Fire & Arson Investigation Category

#### Fire & Arson Investigation Category - Program Priority

Projects that aim aggressively to investigate every fire.

#### Fire & Arson Investigation - Examples of Other Eligible Projects

- |                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Arson investigation trailers (trailers equipped to conduct/train to conduct fire origin and cause investigations)</li> <li>• Arson investigation equipment (including PPE)</li> <li>• Arson investigator training</li> <li>• Arson-related surveillance equipment</li> </ul> | <ul style="list-style-type: none"> <li>• Arson prevention training</li> <li>• Personnel costs</li> <li>• Educational materials</li> <li>• Media equipment</li> </ul> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## v. National/State/Regional Programs and Projects Category

### National/State/Regional Programs and Projects - Program Priority

Projects should aim to measurably change behavior and decision-making of the target audience. Projects should communicate and disseminate strategies to measurably effect change.

Projects may include, but are not limited to, the following:

- Projects that focus on residential fire issues, such as:
  - Projects that reduce the fire fatality rate, especially in areas of high social vulnerability;
  - Projects that advance the adoption and awareness of current building codes; and,
  - Projects that focus on first-time or reinstatement of code adoption and code enforcement.
- Projects that focus on firefighter safety, health, and well-being by dissemination and implementation of programs, policies, or products from previous research studies that used rigorous scientific methods to determine effectiveness.
- Other projects that do not include a research component, such as:
  - Projects that address emerging energy challenges to the fire service and their communities;
  - Projects that promote code enforcement to improve engineering and/or enacting fire-related ordinances for new construction;
  - Projects that address abandoned building issue;
  - Projects that improve occupational factors and injury/illness/disease/death/behavior health.

Projects requiring IRB approval to work with human subjects are not eligible. Projects with an IRB exemption determination may be eligible (for details see [Section F.2.g-Human Subjects Research](#) of this NOFO). Unless otherwise directed by the FP&S Program Office, the IRB exemption determination letter and IRB application must be provided at time of application.

Applicants proposing to interface with government databases must explain how the systems will interface or data exchange will occur. The narrative must also explain how this effort will not duplicate existing databases or previously funded efforts.

### National/State/Regional Programs and Projects – National Strategic Projects

Approximately \$2 million is set aside to fund projects that directly advance the [National Strategy culminating from the U.S. Fire Administrator Working Groups](#).

### National/State/Regional Programs and Projects – National Strategic Projects

Projects are expected to be implemented over a 12-month period of performance. One to three awards are expected (but not required), each in the amount of **\$300,000 to \$1,000,000**.

Projects requiring IRB approval to work with human subjects are not eligible. Projects with an IRB exemption determination may be eligible (for details see [Section F.2.g-Human Subjects Research](#) of this NOFO). Unless otherwise directed by the FP&S Program Office, the IRB exemption determination letter and IRB application must be provided at time of application.

### 3. Ineligible Projects and Items

Applicants must correlate the activities for which funding is requested and the identified problems or issues to be addressed. FEMA will not fund a budget line item if an applicant does not provide sufficient information detailing how it will support FP&S Program objectives. Allowable costs may be limited to reasonable amounts, as determined by FEMA.

The following table describes the projects and items that are **ineligible** under the FP&S Activity:

| Ineligible Projects and Items for FP&S Activity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Educational props (e.g., tools that are used in educational or awareness demonstrations) that are not part of a comprehensive educational program, a planned educational effort, or lack description of these elements</li> <li>• Costumes and/or puppets that are not part of a comprehensive educational program</li> <li>• AED, CPR, or fire extinguisher training for operational staff</li> <li>• Fire hydrants/dry hydrants, supplies, labor, and installation costs</li> <li>• Weather/disaster notification devices (e.g., sirens)</li> <li>• Intruder alerting systems and deployment notification systems</li> <li>• Driver simulator training tools that are not part of a state or national education effort that leads to driver certifications</li> </ul> | <ul style="list-style-type: none"> <li>• Fire suppression or EMS equipment, supplies, and vehicles</li> <li>• Fire extinguishers</li> <li>• Firefighting training tools, props or equipment, PPE, fitness equipment, immunizations, or firefighter physicals (NOTE: PPE traditionally worn in fire suppression may also be appropriate for arson investigation when a risk for reignition exists, and is allowable under the Arson Investigation Category if justified in the Narrative Statement)</li> <li>• Trailers for the purpose of firefighting training/suppression (such as burn trailers or maze trailers)</li> <li>• Installation of sprinkler systems that do not include an educational/demonstration component</li> <li>• Suppression-related training including Firefighter I, Firefighter II, wildland</li> </ul> |

| Ineligible Projects and Items for FP&S Activity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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| <p>compliant to NFPA 1002 or its equivalent</p> <ul style="list-style-type: none"> <li>• Sprinkler head caps</li> <li>• Development of administrative documents (e.g., Standard Operating Procedures, manuals)</li> <li>• Live animals</li> <li>• Firearms</li> <li>• Fire extinguisher training for children under 14 years old and adults over the age of 65</li> <li>• Equipment that is considered entertainment as opposed to educational tools that are part of a comprehensive program</li> <li>• Fire extinguisher training that is not part of a comprehensive prevention/education program</li> <li>• Vehicles (not including tow vehicles, which are limited to \$6,000 per application)</li> <li>• Dollar amount for giveaways (plastic fire helmets, stickers, plastic badges, coloring books, marketing items, etc.) is limited to \$2,500 per project (or \$5,000 for a regional project). The cap does not apply to state or national projects. Safety devices are not considered giveaways (such as potholders) because the intended purpose of the item is to directly reduce risk or prevent injury.</li> <li>• Inflatable bounce houses (this does not include houses with non-inflatable floors, commonly used in education programs)</li> <li>• Unmanned Aerial Vehicles (UAV), drones, or related costs</li> <li>•</li> <li>• Research and development</li> <li>• Creation of new databases</li> <li>• Projects requiring IRB approval to work with human subjects</li> <li>• Code plan review stations</li> </ul> | <p>firefighting, training exercises, or drills for suppression or disasters activities</p> <ul style="list-style-type: none"> <li>• Communication equipment, including portable radios or computer-aided dispatch (CAD) systems</li> <li>• Community projects that include the use of tot finder/child finder, seniors, or pet finder decals</li> <li>• Hydrant poles or markers</li> <li>• Fire-retardant house gel(s)</li> <li>• Alarm system and alarm system installation</li> <li>• Fire safety equipment (e.g., smoke alarms, CO detectors, surge protectors) that does not adhere to a fire service recognized standard (e.g., non-UL, listed, ANSI fire safety equipment)</li> <li>• Equipment that has no intrinsic fire prevention or life safety education application</li> <li>• Command Center Packages on fire safety trailers</li> <li>• Prescribed burns</li> <li>• Fuel reduction equipment</li> <li>• Vegetation removal equipment</li> <li>• Fuel or vegetation removal/reduction on public land</li> <li>• Entertainment: electronics, events, etc.</li> <li>• Props (except as required for educational programs)</li> <li>• Robotics</li> <li>• Demonstration tugboats</li> <li>• Evacuation roads</li> <li>• Ballistic vests</li> <li>• Body cameras</li> <li>• Remodeling/renovations to an existing facility is only eligible if limited to minor interior alterations costing less than \$10,000</li> <li>• Other items or services that do not directly support the FP&amp;S Program objectives</li> </ul> |



| Ineligible Projects and Items for FP&S Activity                                                                         |                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Technology development/building of virtual reality games/simulations.</li> </ul> | <ul style="list-style-type: none"> <li>Items/activities intended to be primarily funded under the Assistance to Firefighters Grant (AFG) Program or Staffing to Adequate Fire and Emergency Response (SAFER) Program. Fire departments that wish to carry out internal, local, firefighter safety and well-being projects should apply under the AFG Program.</li> </ul> |

#### 4. Regional Project

A regional project is an opportunity for an eligible FP&S Activity organization to act as a host and apply for funding on behalf of itself and any number of other participating FP&S Activity-eligible organizations. Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and have a direct regional or local benefit to more than one local jurisdiction (county, parish, town, township, city, or village). Direct regional or local benefit means that other eligible organizations will receive a portion of the grant awarded funds, will receive items purchased with the grant funds, or share an item purchased with grant funds.

The community identification characteristic, the organizational status of the applicant, and the permanent resident population should be entered for the host entity, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed areas of the host and participating partner organizations.

Neither the regional host nor any participating partner is prevented from also applying on behalf of their own organization for any FP&S Activity or R&D Activity project; however, it cannot be for the same item. For example, a department cannot apply for smoke alarms under its own organization and participate in a regional smoke alarm project.

In completing the application, the applicant must include a list of all participating organizations, including a point of contact and phone number for each organization that will directly benefit from the regional project if they receive the grant. The organizations that will benefit from the regional project may also apply for funding under the FP&S Activity as long as the organizations do not apply for a project or activity that could conflict with or duplicate the host applicant's project. Applicants must also certify that they will ensure the organizations participating in this application have not received grants for similar items/activities.

In order to apply for a regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes but is not limited to cost share, accountability for the assets, and all reporting requirements in the regional application.

All participants of a regional application must be compliant with FP&S Program requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the FP&S Program Office, the host agency shall not distribute grant-funded assets or provide grant-funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the FP&S Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU), or equivalent document signed by the host and all participating organizations participating in the award. The MOU must specify the individual and mutual responsibilities of the host and participating partners, the host's and participants' level of involvement in the project(s), the participating partners' EINs, and the proposed distribution of all grant-funded assets or contracted services. Any entity named in the application as benefiting from the award must be an eligible FP&S Program organization and must be a party to the MOU or equivalent document. **Copies of the MOU or equivalent document should be submitted as an attachment in the application.**

## II. R&D ACTIVITY OVERVIEW

The goal of the R&D Activity is to reduce firefighter line-of-duty fatalities and injuries through research to improve firefighter safety, health, or well-being. In January 2022, the National Fallen Firefighters' Foundation (NFFF) released the 2021 National Fire Service Research Agenda. A copy of the research agenda is available on the [NFFF Website](#). In October of 2022, the U.S. Fire Administrator, in partnership with the NFFF, hosted the [U.S. Fire Administrator's Summit on Fire Prevention and Control](#) and identified six critical issues facing the fire service that need immediate attention. Projects that address the National Fire Service Research Agenda and/or the critical issues identified at the U.S. Fire Administrator's Summit with respect to firefighter health and safety are strongly encouraged.

## III. R&D ACTIVITY PROJECT ELIGIBILITY INFORMATION

Applicants are strongly encouraged to seek partnerships with the fire service that will support the ongoing project efforts from design through dissemination and implementation. It would be appropriate for most applications to include one or more local or regional fire departments and one or more national level fire-related organizations.

Because the R&D Activity aims to improve the safety, health, or well-being of firefighters, having strong partnerships with the fire service is essential to the likely relevance and effectiveness of the project. Letters of commitment to actively

participate in the project from the fire service are encouraged and may be inserted in the Appendix Section of the application for funding.

Cost effectiveness analysis is encouraged in all research projects. [The World Health Organization's Guide to Cost-Effectiveness Analysis](#) provides information on how to evaluate and utilize cost-effectiveness analysis.

Ultimately, the use of cost effectiveness results will be based on the overall study being successful and finding that firefighter safety, health, or well-being was improved by the program, policy, or product.

All proposed projects under the R&D Activity must address the potential for improvement in firefighter safety, health, or well-being both in the short term and long term.

Proposed projects must address the potential for a successful research outcome to be disseminated and implemented in the fire service and reduce firefighter fatalities or injuries.

The following are descriptions of five R&D Activity categories. These categories are not listed in order of importance. This is not intended to be an all-inclusive list of projects that will be considered. Applicants may also find the abstracts of previously funded R&D Activity projects on the [FP&S Program Website](#).

#### **i. Clinical Studies Category**

The R&D Clinical Studies category includes projects that address behavioral, social science, and cultural research as well as physiological and medical research activities.

Such studies must address the relevant aspects of reducing fatal and non-fatal injuries among firefighters and, where possible, have rigorous design that permits attribution of results to the intervention.

In addition to being relevant and rigorous, each study should target the appropriate level of investigation based on the state of the science.

At the most basic level, the study might be foundational, investigating the underlying risk and protective factors associated with certain injury outcomes. These may include the following:

- Individual level characteristics;
- Departmental/organizational policies;
- Firefighter behavioral practices and norms; and
- Environmental factors.

Where evidence exists to progress to more applied research, the study should emphasize intervention development and testing for effectiveness, including in the field setting. For instance, if certain tests in clinical care settings are known to identify those at risk for cardiovascular events, then the study may focus on modification, if necessary, and implementation of such tests in fire service settings. To ensure study rigor, the study's design would use a randomized control trial, with comparison to usual care. Inclusion of a cost-effectiveness analysis is strongly encouraged.

Where the effectiveness of an intervention has been established in the field setting, the final level of study aims to facilitate adoption of the research results in the fire service by conducting dissemination and implementation research. Such a study may investigate the impact of strategies for widespread implementation with fidelity. Credible evidence of effectiveness is defined as positive results from systematic and rigorous study, and the absence of negative results or side effects.

## **ii. Technology and Product Development**

The Technology and Product Development category includes projects that result in outcomes that can enhance safety of firefighter activities. Firefighter safety can be improved through greater understanding of fire phenomena inside and outside structures, and the development of products to enhance firefighter situational awareness and effectiveness. Projects can develop new technology or adapt existing products and technology to new uses.

Projects shall address the safety of firefighters for all types of responses including residential, commercial, industrial, and wildland fires. Technology and product development projects can address fire and firefighting hazards by making use of technology transfer opportunities in which existing technologies can be adapted to enhance firefighter safety.

As the intention of the R&D Activity is to deliver outcomes that are likely to be implemented nationally by the fire service, inclusion of a cost-effectiveness analysis is encouraged.

Technology and product development projects need to assess the ultimate practicality of deployment and use of the results by the fire service. In making a selection of local fire department and national fire service organization partners, consideration should be given to the capabilities of the partners to assist in the evaluation of the project outcomes.

## **iii. Database System Development**

Database systems are used for the systematic collection of information that aims to determine the predictors and correlation for incidents pertaining to fatal and non-fatal injuries. Focus of the data collection may include but is not limited to:

- Firefighter demographic and health factors (e.g., age, blood pressure);

- Firefighter employment factors (e.g., shift, volunteer, training);
- Firefighter safety behaviors (e.g., seat belt use, hydration);
- Firefighting equipment;
- PPE;
- Departmental/organizational safety policies and practices;
- Cultural or social norms regarding injury prevention practices;
- Community-based resources (e.g., hospitals, communication systems); and,
- Environmental factors such as local building structures and types of building materials.

Applications may, for instance, focus on the design and feasibility of a new database system, expand variables and/or data collection methods, seek to build upon an existing database system, or move from a local level database system to a broader state or regional system.

Applicants proposing to interface with government databases must explain how the systems will interface or data exchange will occur. The narrative must also explain how this effort will not duplicate existing databases or previously funded efforts.

#### **iv. Preliminary Studies**

Project ideas may require information, evidence, experimentation, and study to justify a larger and complete project that can impact firefighter safety, health, or well-being. Preliminary studies of one-year duration may be proposed to obtain enough evidence to justify a future larger study.

Preliminary studies, while narrower in scope, must have the same high levels of scientific rigor and relevance to the fire service as studies in other R&D Activity categories. The successful completion of a preliminary study does not result in special priority for the larger follow-on proposal submitted in a subsequent application period. The level of funding requested should be proportionate to the limited goal and purpose of the preliminary effort.

#### **v. Early Career Investigator**

This project category is intended to promote the development of PIs engaged in research to improve firefighter safety, health, and well-being. This category is reserved for projects led by a PI who received a terminal academic degree (a doctoral level, professional level, or equivalent advanced level research degree) or ended post-graduate training (such as a post-doctoral fellowship or residency, whichever date is later) within ten years of the opening date of the application period and who has not been a PI on a previous FP&S Program award. Projects that are affiliated with larger ongoing fire service research efforts are encouraged. The applicant's institution must be the sponsoring institution, as individuals are not eligible to receive an award under this program. All proposed projects must

also have at least one fire service partner. As noted earlier in this NOFO, these projects are limited to a maximum \$600,000 federal share.

#### vi. **Special Emphasis Topics**

The following considerations are not scored but may impact the evaluation of the entire application. This information may be used by application reviewers or by FEMA during technical review prior to making final funding decisions.

1. **Mental Health and Well-being.** To address firefighters' concerns with post-traumatic stress, depression, suicide, and related issues, and because resiliency intervention studies have demonstrated effectiveness with firefighters and other first responders, the FP&S Program Office encourages proposals for mental health and well-being projects.
2. **Occupational Health.** In the course of responding to fire and other emergencies, firefighters routinely work in an environment where they are exposed to chemical and physical hazards. Initial research shows that these exposures are linked with disease outcomes in areas of cancer, cardiovascular, and reproductive health. Proposals are encouraged to understand contributions of biological, genetic, physiological, behavioral, psychological and sociological factors, and to develop and test interventions, procedures and products for efficacy and effectiveness. Priority is given to projects that include under-researched populations, those with higher risks, and those with unique exposures.
3. **Wildland and WUI.** In recent years, there has been an increase in the frequency of large, uncontrollable wildland fires including those that impact communities in the WUI. The physical demands and fire environment, as well as the tactics and equipment associated with wildland firefighting differ from structural firefighting. Research directed at mitigating the safety and health hazards associated with wildland firefighting is encouraged. Firefighter safety, health, and well-being research issues include vehicle crashes, acute exposures, respiratory protection, PPE requirements, communications, physical fitness, and wildland fire incident modeling. Proposals are encouraged to improve wildland firefighter safety, health, and well-being through applicable technology and product development and behavioral, clinical, and social research.

#### 4. **Ineligible Projects and Items**

The following tables describe projects and items that are ineligible under the R&D Activity.

| <b>R&amp;D Activity Ineligible Projects and Items</b>                                                                                                     |                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Projects that focus primarily on curriculum development and delivery of education or training materials</li> </ul> | <ul style="list-style-type: none"> <li>Projects with local emphasis and little or no indication of application to the broader fire service</li> </ul> |



|                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• A descriptive study about the fire service or any study without reduced firefighter injury or enhanced firefighter safety aims</li> <li>• Projects that emphasize funding for service delivery</li> </ul> | <ul style="list-style-type: none"> <li>• Applications that include violations of intellectual property</li> <li>• International travel to attend conferences or disseminate results</li> <li>• Projects to purchase stock in any entity</li> </ul> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## 15. Appendix C – Award Administration Information

Appendix C contains detailed information on FP&S Program Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s).

### a. *Help FEMA Prevent Fraud, Waste, and Abuse*

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS Office of Inspector General (OIG) Hotline at (800) 323-8603, by fax at (202) 254-4297, or email [HOTLINE@oig.dhs.gov](mailto:HOTLINE@oig.dhs.gov).

### b. *Economic Hardship Waivers of Cost Share and MOE*

In cases of demonstrated economic hardship, and upon the request of the recipient, the FEMA Administrator may waive or reduce an FP&S Program cost share or MOE requirement for certain recipients (15 U.S.C. § 2229(k)(4)(A)). As required by statute, the FEMA Administrator established guidelines for determining what constitutes economic hardship and published these guidelines [Information Bulletin No. 427](#). The Assistant Administrator of Grant Programs, on behalf of the FEMA Administrator, will have the final authority to make determinations as to whether a request for an Economic Hardship Waiver will be granted.

FP&S Activity fire department applicants must indicate at the time of application whether they are requesting a waiver and whether the waiver is for the cost share requirement, for the MOE requirement, or both. The applicant is required to submit documentation supporting their request for an Economic Hardship Waiver at the time of the application by attaching the supporting document to the grant application.

To receive an Economic Hardship Waiver the applicant must address the specific conditions as well as format the waiver request submission as specified in Section III – Guidance, Part D: Eligibility – Demonstrating Economic Hardship of [Information Bulletin No. 427](#).

Failure to provide documentation at the time of application or address the conditions or following the prescribed format in [Information Bulletin No. 427](#) will result in a denial of the waiver.

### c. *Grant Writer/Preparation Fees*

Fees for grant writers may be included as a pre-award expenditure. For grant writer fees to be eligible as a pre-award expenditure, the services must be competitively sourced, specifically identified, and listed within the “Grant Request Details” section of the application and must

satisfy the requirements under 2 C.F.R. § 200.458. FEMA will only consider reimbursements for application preparation, not administration, up to \$1,500 per annum. The allowability of grant writer fees as a pre-award expenditure must be paid between the 90 days prior to the publication date of this NOFO and up to 30 calendar days after the application period closes. For grant writer fees held either on retainer or subscription basis to be an eligible pre-award cost, the claimed retainer or subscription must have been competitively secured, and the costs are limited to the start of the appropriation period for the underlying award and meet the requirements under 2 C.F.R. § 200.458. Fees payable on a contingency basis are not an eligible expense.

Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the Federal Government from receiving funding under federally-funded grants or contracts. Recipients must verify that the contractor is not suspended or debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 C.F.R. § 180.300.

***Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA. These actions include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS OIG.***

The following documentation shall be provided to FEMA upon request:

1. A copy of the grant writer's contract for services;
2. A copy of the invoice or purchase order;
3. A copy of the canceled check (front and back); and
4. Evidence that the services were competitively procured.

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

**Note: FEMA requires that all applicants identify the following as “Application Participants” in the “Contact Information” section of the application:** Any individual or organization that assisted with the development, preparation, or review of the application to include drafting or writing the narrative and budget; whether that person, entity, or agent is compensated or not; and whether the assistance took place prior to submitting the application.

**d. Maintenance and Sustainment**

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible maintenance and sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections, or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with FP&S Program funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty or contract is purchased.

The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period of performance as long as the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

***e. Taxes, Fees, Levies, and Assessments***

Taxes, fees, levies, or assessments that the recipient is legally required to pay and are directly related to any eligible FP&S Program acquisition activity may be charged to an FP&S Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the FP&S Program application narrative, as well as the “Grant Request Details” section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient’s agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible FP&S Program acquisition activity, are not chargeable to any FP&S Program award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees\*, but only if the eligible organization submits an exemption or waiver request to the FCC.

*\*Government entities are not required to pay FCC regulatory fees. Nonprofit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC*

*requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status or certification from a governmental authority attesting to its exempt status. For more information, please visit [Federal Communications Commission | The United States of America \(fcc.gov\)](https://www.fcc.gov).*

**f. Excess Funds**

After completing the initial project(s) proposed in the recipient's application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes.

These excess funds may be utilized to address an organization's local needs or to mitigate identified capability gaps. FEMA expects excess funds to be obligated concurrent with an award's period of performance to address a known or critical need. An amendment request must be submitted to document the expenditure of excess funds. As a reminder, all costs must be incurred and all goods and services must be delivered or completed within the period of performance in order to be allowable.

**g. Payments and Amendments**

FEMA uses the Direct Deposit/Electronic Funds Transfer method of payment to recipients.

FP&S Program payment/drawdown requests are generated using FEMA GO. FP&S Program payment/drawdown requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements. Recipients should not expend funds until all special conditions listed on the grant award document have been met, including completion of EHP review, and the request for payment in FEMA GO has been approved. Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of canceled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

**Advances**

Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and disbursement by the recipient (not to exceed 30 days), and the financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200. The recipient shall include all applicable source documentation such as invoice(s), purchase orders, contracts, etc., to support the costs associated with the advance FP&S Program payment/drawdown request. EHP review requirements must be met prior to advanced payments.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal laws in effect at the time a grant is awarded to the recipient.

Governing interest requirements include the Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 and the Cash Management Improvement Act (CMIA) and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes. For the rate to use in calculating interest, please visit [Treasury Current Value rate](#).

### **Reimbursement**

Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds. As a prerequisite of FP&S Program approval for reimbursement requests, recipients shall submit all applicable source documentation, such as timecards, contracts, invoices, purchase orders, proof of payment (e.g., canceled checks, bank statements, electronic funds transfers) to support the costs associated with each payment/drawdown request.

### **Rebates**

Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305. The reduction of federal financial participation via rebates/refunds may generate excess funds for the recipient if the recipient previously obligated their Cost Share match based upon the original award figures. If the recipient previously obligated their original cost share prior to the rebate, then the recipient may have minimum excess funds equal to the difference between the original cost share less the rebate-adjusted cost share.

### **Payment Requests During Closeout**

A recipient may only submit reimbursement payment requests up to 120 calendar days after the expiration of the period of performance, during an award's closeout reconciliation per 2 C.F.R. § 200.344. Reimbursement payments are the only eligible type of requests to be submitted after a grant's period of performance has expired. The expenditure must have been obligated and received during the period of performance of the award. The recipient's request should contain clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance. FEMA may request documentation supporting the reimbursement for review at any time.

### **Amendments**

FEMA may approve FP&S Program award amendments on a case-by-case basis, for the following reasons:

- Extension of the period of performance in order to complete the scope of work;
- Changes to the activity or mission, retroactive approval, closeout issues, and some excess funds requests; and/or,
- Budget changes (adding funds to award/non-closeout deobligation of funds).

FEMA will only consider amendments submitted via FEMA GO. These requests must contain specific and compelling justifications for the requested change. Amendments or changes to the scope of work may require additional EHP review. FEMA strongly encourages recipients to expend grant funds in a timely manner, to be consistent with FP&S Program goals and objectives.

***Note: a recipient may deobligate (e.g., return) unused funds (e.g., those remaining funds previously drawn down via payment request and/or remaining award funding that was never requested) to DHS/FEMA prior to the end of an award's period of performance. To exercise this option, a recipient must submit an amendment via FEMA GO and state in the amendment that the unliquidated funds (e.g., the funds to be returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate in the amendment that it understands that the returned funds will be deobligated and unavailable for any future award expenses. Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's cost share obligation. FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, FEMA will hold the approved deobligation request for 14 calendar days as a period for recipient reconsideration before FEMA processes the deobligation request.***

#### **h. Disposition of Grant Funded Equipment**

A recipient must use, manage, and dispose of FP&S Program-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. With the exception of state governments, when original or replacement equipment acquired under an FP&S Program award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting the FP&S Program Help Desk prior to the disposition of FP&S Program-funded equipment.



**Staff Report: 167-24**

**AN ORDINANCE authorizing the execution of a contract amendment with Kennedy Jenks Consultants, Incorporated (“Consultant”), to continue providing wastewater treatment and other related services (“Services”) to the City of Vancouver, Washington (“City”); authorizing a contract amendment extending the contract beyond its original five-year duration; providing for severability; and setting an effective date.**

**To:** Mayor and City Council  
**From:** City Manager  
**Date:** August 26, 2024

**Subject**

Ordinance Authorizing Amendment to Professional Services Agreement - Final Design Services for Marine Park Solids Force Main Project - C-100250

**Key Points**

- From 2020 through spring 2024, engineering firm Kennedy Jenks conducted a Feasibility Study and a Preliminary Design Report for a pipeline to convey wastewater solids from Marine Park Wastewater Treatment Facility (WWTF) to Westside WWTF.
- Kennedy Jenks has contracted with the City for this project under on-call Professional Services Agreement (PSA) C-100250.
- This proposed amendment would extend the existing contract with Kennedy Jenks to complete design and issue bid documents.
- The installation of a new solids force main from Marine Park will relieve the current influent loading of solids at Westside by redirecting the waste directly to Westside’s solids processing facility.

**Strategic Plan Alignment**

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

**Present Situation**

The Marine Park WWTF does not treat the solids removed from the wastewater. These solids are currently pumped to the Southside Interceptor at East 5th Street and Grand Boulevard, which then flows by gravity to the influent headworks at Westside WWTF. Thus, the solids are counted toward the loading to Westside.

The project to re-route Marine Park WWTF solids directly to Westside’s solids processing facility was included in the original facility plan for Marine Park WWTF (1996), and the project was placed in the 2011 General Sewer Plan for Vancouver.

During the past 8 years, the influent loading of solids at Westside WWTF has consistently reached 85% of rated treatment capacity for influent loading which now requires that City staff address treatment capacity. This project is a major strategy to relieve the influent loading and preserve treatment capacity at Westside.

Kennedy Jenks provided planning and design for this project, and engaged collaboratively with wastewater engineering and operations staff, as well as other key stakeholders throughout the project. They have proven qualifications with the completion of similar sewer projects of the size and complexity of Vancouver's project.

Kennedy Jenks Consultants have completed contract tasks within budget (\$493,296) resulting in the final Feasibility Study and Preliminary Engineering Report. The next phase (design) is proposed at \$2,811,186 and will include construction plans and specifications for construction bidding.

**Advantage(s)**

Provides for continued specialty technical services to complete a complex, comprehensive design for wastewater solids force main pipe extending from Marine Park WWTF to Westside WWTF.

**Challenge(s)**

None

**Budget Impact**

The Marine Park Solids Force Main project is programmed into the Wastewater Treatment Capital budget for \$20,200,000 from 2024 to 2027 and accommodates the cost of engineering design services requested in this proposed amendment. The project is funded by the existing cash in the fund.

**Prior Council Review**

December 2, 2019 – Council approval of Professional Services Agreement C-100250 with Kennedy Jenks Consultants in the amount of \$800,000.

May 15, 2023 – Council approval of Amendment No. 1 to Professional Services Agreement C-100250 in the amount of \$500,000, increasing the total contract authorized amount to \$1,300,000.

**Action Requested**

Approve the ordinance on first reading and set a date of September 9, 2024, for second reading and public hearing. The ordinance, if approved, would authorize the City Manager, or designee, to amend contract C-100250 with Kennedy Jenks Consultants of Portland, Oregon, to: (1) increase by \$2,004,482 for a total contract amount of \$3,304,482, and (2) extend contract expiration date from December 31, 2024, to December 31, 2026, with a mutual option to extend an additional period to December 31, 2030.

**Staff Contact**

Frank Dick, Wastewater Treatment Program Manager, [frank.dick@cityofvancouver.us](mailto:frank.dick@cityofvancouver.us)

**Attachments:**

1. Ordinance extending KennedyJenks Contract
2. Kennedy Jenks C-100250 executed
3. Amendment No 1 executed
4. Amendment No 2 draft

8/\*\*/24  
8/\*\*/24

ORDINANCE M - \_\_\_\_\_

AN ORDINANCE authorizing the execution of a contract amendment with Kennedy Jenks Consultants, incorporated (“Consultant”), to continue providing wastewater treatment and other related services (“Services”) to the City of Vancouver, Washington (“City”); authorizing a contract amendment extending the contract beyond its original five-year duration; providing for severability; and setting an effective date.

WHEREAS, Consultant has provided engineering and related services to the City under the current agreement beginning January 27, 2020, with the original five-year term expiring December 31, 2024; and

WHEREAS, City authorized Amendment No. 1 to Professional Services Agreement with Consultant on May 15, 2023 to increase the authorized amount of the agreement by \$500,000; and

WHEREAS, to ensure continuity of engineering and related services, the City wishes to extend the use of Consultant’s Services until December 31, 2027, with a mutually agreeable option to extend an additional period until December 31, 2030; and

WHEREAS, the City anticipates additional procurement options with this Consultant may become available in the next 4-6 months. Extending this agreement through that timeframe will ensure the City continues to receive this critical service while maintaining greater flexibility in the future; and

WHEREAS, pursuant to City Charter Section 11.05, the City Council has the authority to authorize the execution of contracts with a duration of more than five years by ordinance; and

**ORDINANCE - 1**

Does not require codification

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

**Section 1.**     Approval. The City Manager or designee is hereby authorized to execute a contract amendment with Consultant for the continuation of Consultant's Services to the City.

**Section 2.**     Duration. This contract amendment is extended until no later than December 31, 2027, with a mutual option to extend an additional period until December 31, 2030 upon written agreement of the Parties.

**Section 3.**     Severability. If any clause, sentence, paragraph, section, or part of this Ordinance or the application thereof to any person or circumstances shall be ordered by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

**Section 4.**     Effective Date. This Ordinance shall go into effect 30 days after its recording.

**ORDINANCE - 2**

Does not require codification

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Anne McEnery-Ogle, Mayor

Attest:

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

Approved as to form:

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

**ORDINANCE - 3**

Does not require codification

## SUMMARY

ORDINANCE M-\_\_\_\_\_

AN ORDINANCE authorizing the execution of a contract amendment with Kennedy Jenks Consultants, incorporated to continue the provision of engineering services to the City of Vancouver, Washington; authorizing a contract amendment extending the contract beyond its original five-year duration; 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](http://www.cityofvancouver.us) (Go to City Government and Public Records).

### **ORDINANCE - 4**

Does not require codification



**CITY OF VANCOUVER**  
**PROFESSIONAL SERVICES AGREEMENT No. C - 100250**

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Kennedy Jenks Consultants, Incorporated hereinafter referred to as "Contractor", whose address is 421 SW 6<sup>th</sup> Avenue, Suite 1000, Portland, Oregon 97204.

WHEREAS, the City desires to engage the Contractor to provide on-call wastewater treatment engineering and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 18-19, Contractor's proposal to said RFP; and City Council's approval on December 2, 2019; and

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

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

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

1. Statement of Work.

Contractor agrees to provide on-call wastewater treatment engineering (work categories 1,2,5,6) and other related professional services per RFP No. 18-19 and Contractor's response to said RFP on file in City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

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

Compensation is limited to the amount specified for each specific task and/or sub-task, based on the attached rate schedule unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the

Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed \$800,000.00 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

## 2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 18-19 and RFP No. 18-19.

## 3. Relation of Parties.

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

## 4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of January 1<sup>st</sup>, 2020. It is agreed services hereunder shall be completed by December 31<sup>st</sup>, 2024. The City reserves the right to offer a Contract extension for an additional one (1) year for a total Contract term not to exceed five (5) years.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

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

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Requests for pricing adjustments shall be supported by the applicable Consumer Price Index – All Urban Consumers (Seattle-Tacoma-Bremerton WA) area and shall be submitted before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

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

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

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

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to [www.bls.dor.wa.gov/cities/vancouver.aspx](http://www.bls.dor.wa.gov/cities/vancouver.aspx) or [www.cityofvancouver.us/businesslicense](http://www.cityofvancouver.us/businesslicense), to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any

claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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

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

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

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

d. **Worker's Compensation.** Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance

of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) 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. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

g. 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.

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

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

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

#### 14. Notices.

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

City:

Anna Vogel  
City of Vancouver

Contractor:

Kennedy Jenks Consultants, Incorporated  
Attn: Michael Humm



415 W 6<sup>th</sup> Street  
P O Box 1995  
Vancouver WA 98668-1995

421 SW 6<sup>th</sup> Avenue, Suite 1000  
Portland, Oregon 97204

15. Amendments.

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

16. 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.

17. Ratification.

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

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. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for 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 Ch.42.17 RCW for withholding or delaying public disclosure of such information.

21 Prevailing Wage:

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wages rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. It is understood that the Contractor is responsible for obtaining and completing all required government forms and submitting same to the proper authorities.

Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

22. Debarment.

The Contractor certifies 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.

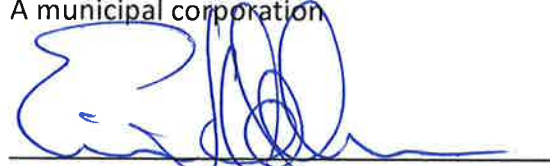
23. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for

employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

DATED this 27<sup>th</sup> day of January, 2020

**CITY OF VANCOUVER,**  
A municipal corporation



Eric Holmes, City Manager

**CONTRACTOR:**

Kennedy Jenks Consultants, Incorporated



Signature:

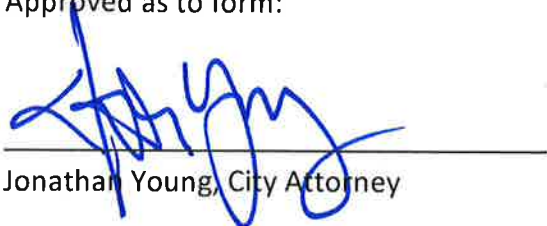
Attest:



Natasha Ramras, City Clerk

MARK CULLINGTON / VICE PRESIDENT  
By: Printed Name / Title

Approved as to form:



Jonathan Young, City Attorney

Client/Address: City of Vancouver  
PO Box 1995  
Vancouver WA 98668-1995

Contract/Proposal Date: November 7, 2019

## PERSONNEL COMPENSATION

| Classification                        | Hourly Rate |
|---------------------------------------|-------------|
| Engineer-Scientist-Specialist 1 ..... | \$120       |
| Engineer-Scientist-Specialist 2 ..... | \$140       |
| Engineer-Scientist-Specialist 3 ..... | \$150       |
| Engineer-Scientist-Specialist 4 ..... | \$170       |
| Engineer-Scientist-Specialist 5 ..... | \$180       |
| Engineer-Scientist-Specialist 6 ..... | \$200       |
| Engineer-Scientist-Specialist 7 ..... | \$220       |
| Engineer-Scientist-Specialist 8 ..... | \$230       |
| Engineer-Scientist-Specialist 9 ..... | \$240       |
| Aide .....                            | \$95        |
| Administrative Assistant .....        | \$100       |
| Project Administrator .....           | \$110       |
| CAD Designer .....                    | \$130       |
| Senior CAD-Designer .....             | \$145       |

In addition to the above Hourly Rates, an Associated Project Cost charge of \$5 per hour will be added to Personnel Compensation for costs supporting projects including telecommunications, software, information technology, internal photocopying, shipping, and other support activity costs related to the support of projects.

## Direct expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- Consultants, soils engineers, surveyors, contractors, and other outside services.
- Rented vehicles, local public transportation and taxis, travel and subsistence.
- Project specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective upon contract execution and through December 31, 2020. After December 31, 2020, and yearly thereafter, the Schedule of Charges will reflect a 3% increase from the previous years' rates.

**SERVICE AGREEMENT C-100250**

**AMENDMENT No. 1**

**On-Call Wastewater Treatment Engineering Services**

This Agreement amends the Professional Services Agreement number C-100250 by and between the City of Vancouver, hereinafter referred to as "City", and Kennedy Jenks Consultants, hereinafter referred to as "Contractor", whose address is 1500 NE Irving St, Suite 200, Portland, OR 97232, for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$500,000.00 to a revised authorized amount of \$1,300,000.
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

DocuSigned by:

*Eric Holmes*

75A9183485CA407...

Eric Holmes, City Manager

5/18/2023

Date

Attest:

DocuSigned by:

*Natasha Ramras*

BCF6734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

*Jonathan Young*

9A7DC2E31F694A2...

Jonathan Young, City Attorney

**CONTRACTOR:**

Kennedy Jenks Consultants

DocuSigned by:

*Michael Humm*

7501D593E5E74E2...

Signature

Michael Humm

Oregon Operations Manager

Printed Name /Title

5/16/2023

Date



**SERVICE AGREEMENT #C-100250  
AMENDMENT No. 2  
ON-CALL WASTEWATER SYSTEM PLANNING DESIGN**

This Agreement amends the Professional Services Agreement number C-100250 by and between the City of Vancouver, hereinafter referred to as "City", and Kennedy Jenks Consultants, hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$2,004,482, for the final design services for Marine Park solids force main project, to a revised authorized amount of \$3,304,482.
2. Amend the language contained in Section 5, Time of Performance, with language as follows:
  - Termination date of agreement changed to December 31, 2026, with the option to extend up to an additional four years as needed to complete this project.
3. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER  
A municipal corporation

CONTRACTOR:  
Company Name

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

Attest:

\_\_\_\_\_  
Date

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

Approved as to form:

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



**To:** Mayor and City Council  
**From:** City Manager  
**Date:** August 26, 2024

**Subject**

Approval of Claim Vouchers

**Action Requested**

Approve claim vouchers for August 26, 2024.

**Attachments:**

1. August 26, 2024 Claim Vouchers

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:

\$ 8,066,816.40 this 26th day of August 2024.

MAYOR

Cyndi A. Turner

Digitally signed by Cyndi A. Turner  
Date: 2024.08.19 11:31:33 -07'00'

AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

| DATE                              | INCLUSIVE CHECK NUMBERS                | CHECK TOTAL     |
|-----------------------------------|----------------------------------------|-----------------|
| August 12, 2024 - August 18, 2024 | Accounts Payable Checks (see attached) | \$ 8,025,312.86 |
| August 12, 2024 - August 18, 2024 | Hansen City Payments (see attached)    | \$ 37,124.68    |
| August 12, 2024 - August 18, 2024 | Visa Refunds (see attached)            | \$ 4,378.86     |
| August 12, 2024 - August 18, 2024 | Payroll Checks (see attached)          | \$ -            |
|                                   |                                        |                 |
| TOTAL                             |                                        | \$ 8,066,816.40 |

## INVOICE PAYMENTS REPORT

| Category       | Payment Type | Transaction Reference | Date      | Amount   | Payee                                        | Memo                                                                                         |
|----------------|--------------|-----------------------|-----------|----------|----------------------------------------------|----------------------------------------------------------------------------------------------|
| Ad Hoc Payment | Check        | 20420                 | 8/14/2024 | 219.07   | Albrecht,Elizabeth                           | Utility Refunds:<br>0107002864-03                                                            |
| Ad Hoc Payment | Check        | 20421                 | 8/14/2024 | 200.61   | Barry J or Lisa A Duerk                      | Utility Refunds:<br>0103000610-01                                                            |
| Ad Hoc Payment | Check        | 20422                 | 8/14/2024 | 187.37   | Binkly,Jerry                                 | Utility Refunds:<br>0045000101-14                                                            |
| Ad Hoc Payment | Check        | 20423                 | 8/14/2024 | 83.64    | Chappelle,Paul or Kelsey                     | Utility Refunds:<br>0118040100-02                                                            |
| Ad Hoc Payment | Check        | 20424                 | 8/14/2024 | 72.49    | Christensen,Calvin                           | Utility Refunds:<br>0099049870-08                                                            |
| Ad Hoc Payment | Check        | 20425                 | 8/14/2024 | 123.00   | Conway,Jesse                                 | Utility Refunds:<br>0044000400-01<br>Consolidated refund<br>created from multiple<br>refunds |
| Ad Hoc Payment | Check        | 20426                 | 8/14/2024 | 368.67   | Danielli,Alexandre or<br>Isamara             | Utility Refunds:<br>0019039800-02                                                            |
| Ad Hoc Payment | Check        | 20427                 | 8/14/2024 | 42.62    | DeLeon,Marcie Ann                            | Utility Refunds:<br>0055027200-06                                                            |
| Ad Hoc Payment | Check        | 20428                 | 8/14/2024 | 100.10   | Donald Pierson or Sandra<br>Pierson-lojacono | Utility Refunds:<br>0020014100-00                                                            |
| Ad Hoc Payment | Check        | 20429                 | 8/14/2024 | 314.73   | Gary Nicholas or Melinda<br>Kaiser           | Utility Refunds:<br>0054008944-10                                                            |
| Ad Hoc Payment | Check        | 20430                 | 8/14/2024 | 316.05   | Hansen,Douglas                               | Utility Refunds:<br>0000003494-04<br>Consolidated refund<br>created from multiple<br>refunds |
| Ad Hoc Payment | Check        | 20431                 | 8/14/2024 | 88.79    | Helm,Lloyd                                   | Utility Refunds:<br>0062038300-06                                                            |
| Ad Hoc Payment | Check        | 20432                 | 8/14/2024 | 3,020.86 | Jacobus,Carstar                              | Utility Refunds:<br>0013200004-00                                                            |
| Ad Hoc Payment | Check        | 20433                 | 8/14/2024 | 1,877.85 | Jacobus,Carstar                              | Utility Refunds:<br>0013200004-00                                                            |
| Ad Hoc Payment | Check        | 20434                 | 8/14/2024 | 70.05    | Jessica Peterson or Daniel<br>A Marquez      | Utility Refunds:<br>0085093200-13                                                            |
| Ad Hoc Payment | Check        | 20435                 | 8/14/2024 | 34.95    | Larry or Samantha Jones                      | Utility Refunds:<br>0029018100-02                                                            |
| Ad Hoc Payment | Check        | 20436                 | 8/14/2024 | 43.40    | Ludden,Elizabeth                             | Utility Refunds:<br>0000007151-02                                                            |
| Ad Hoc Payment | Check        | 20437                 | 8/14/2024 | 208.16   | Mary Hernandez or Mary<br>Reed               | Utility Refunds:<br>0010007800-03                                                            |
| Ad Hoc Payment | Check        | 20438                 | 8/14/2024 | 141.38   | McIntire,Marilyn                             | Utility Refunds:<br>0000004872-03<br>Consolidated refund<br>created from multiple<br>refunds |
| Ad Hoc Payment | Check        | 20439                 | 8/14/2024 | 157.00   | Megan or Kenneth Fouts                       | Utility Refunds:<br>0096046000-04                                                            |
| Ad Hoc Payment | Check        | 20440                 | 8/14/2024 | 59.92    | Melgoza,Wendi                                | Utility Refunds:<br>0500005000-02                                                            |
| Ad Hoc Payment | Check        | 20441                 | 8/14/2024 | 67.53    | Nikki Davis or Titus Luke                    | Utility Refunds:<br>0034015900-02                                                            |
| Ad Hoc Payment | Check        | 20442                 | 8/14/2024 | 91.48    | Nunes,Rachelle                               | Utility Refunds:<br>0135000600-04                                                            |
| Ad Hoc Payment | Check        | 20443                 | 8/14/2024 | 171.06   | Peck,Jessica or Daniel                       | Utility Refunds:<br>0000001149-03                                                            |
| Ad Hoc Payment | Check        | 20444                 | 8/14/2024 | 1,563.34 | Peggy Busick                                 | Utility Refunds:<br>0045105194-03                                                            |
| Ad Hoc Payment | Check        | 20445                 | 8/14/2024 | 257.87   | Runkle,Erlene                                | Utility Refunds:<br>0128000682-05<br>Consolidated refund<br>created from multiple<br>refunds |
| Ad Hoc Payment | Check        | 20446                 | 8/14/2024 | 57.33    | Smith,Tami                                   | Utility Refunds:<br>0141003656-05                                                            |
| Ad Hoc Payment | Check        | 20447                 | 8/14/2024 | 86.00    | Taylor,Marilyn                               | Utility Refunds:<br>0101000641-10                                                            |
| Ad Hoc Payment | Check        | 20448                 | 8/14/2024 | 101.00   | Taylor,Marilyn or Mark                       | Utility Refunds:<br>0101000641-10                                                            |
| Ad Hoc Payment | Check        | 20449                 | 8/14/2024 | 363.87   | Turner,Gayle P                               | Utility Refunds:<br>0017012800-11<br>Consolidated refund<br>created from multiple<br>refunds |

## INVOICE PAYMENTS REPORT

| Category              | Payment Type | Transaction Reference | Date      | Amount     | Payee                                                                        | Memo                                                                                                             |
|-----------------------|--------------|-----------------------|-----------|------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| Ad Hoc Payment        | Check        | 20450                 | 8/14/2024 | 58.31      | Wilson,Janice                                                                | Utility Refunds:<br>0096046200-03                                                                                |
| Miscellaneous Payment | Check        | 20451                 | 8/14/2024 | 145.00     | AC Hotel Vancouver Waterfront                                                | Refund - meter hood reservation for Rebekkah Krech, AC Hotel Vancouver Waterfront. Block/Meter number WCO-201(4) |
| Miscellaneous Payment | Check        | 20452                 | 8/14/2024 | 396.00     | Cascade West Development Inc.                                                | RES-349389                                                                                                       |
| Miscellaneous Payment | Check        | 20453                 | 8/14/2024 | 76.84      | Crown Voltage Inc.                                                           | MPE-358275                                                                                                       |
| Miscellaneous Payment | Check        | 20454                 | 8/14/2024 | 419.12     | HOJ Innovations LLC                                                          | CMI-356757                                                                                                       |
| Miscellaneous Payment | Check        | 20455                 | 8/14/2024 | 50.00      | Marcela Mahoney                                                              | Damage Deposit Refund                                                                                            |
| Supplier Payment      | Check        | 20456                 | 8/14/2024 | 611.81     | Action Technology Systems                                                    |                                                                                                                  |
| Supplier Payment      | Check        | 20457                 | 8/14/2024 | 13,235.00  | Afghan Associates Inc                                                        |                                                                                                                  |
| Supplier Payment      | Check        | 20458                 | 8/14/2024 | 195.00     | AKS Engineering & Forestry LLC - Remit-To: Tualatin Address                  |                                                                                                                  |
| Supplier Payment      | Check        | 20459                 | 8/14/2024 | 1,109.74   | A-Line Asphalt Maintenance Inc                                               |                                                                                                                  |
| Supplier Payment      | Check        | 20460                 | 8/14/2024 | 5,350.00   | Andrew Prochniak                                                             |                                                                                                                  |
| Supplier Payment      | Check        | 20461                 | 8/14/2024 | 10,830.00  | Arborscape Ltd Inc                                                           |                                                                                                                  |
| Supplier Payment      | Check        | 20462                 | 8/14/2024 | 4,985.75   | Berry Dunn McNeil & Parker LLC                                               |                                                                                                                  |
| Supplier Payment      | Check        | 20463                 | 8/14/2024 | 1,540.00   | BSK Associates - Remit-To: Supplier BSK Associates                           |                                                                                                                  |
| Supplier Payment      | Check        | 20464                 | 8/14/2024 | 142.50     | CDS Airbrushing & Coaching LLC                                               |                                                                                                                  |
| Supplier Payment      | Check        | 20465                 | 8/14/2024 | 6,344.43   | CECO Inc                                                                     |                                                                                                                  |
| Supplier Payment      | Check        | 20466                 | 8/14/2024 | 520.13     | Cellco Partnership - Remit-To: Cellco - Dallas                               |                                                                                                                  |
| Supplier Payment      | Check        | 20467                 | 8/14/2024 | 75.00      | Cheyonna Lewis                                                               |                                                                                                                  |
| Supplier Payment      | Check        | 20468                 | 8/14/2024 | 1,110.91   | Chicago Title Company of WA                                                  |                                                                                                                  |
| Supplier Payment      | Check        | 20469                 | 8/14/2024 | 3,286.22   | Cintas                                                                       |                                                                                                                  |
| Supplier Payment      | Check        | 20470                 | 8/14/2024 | 197,705.34 | Clary Longview LLC                                                           |                                                                                                                  |
| Supplier Payment      | Check        | 20471                 | 8/14/2024 | 14,994.12  | Columbia Resource Company                                                    |                                                                                                                  |
| Supplier Payment      | Check        | 20472                 | 8/14/2024 | 119.88     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |                                                                                                                  |
| Supplier Payment      | Check        | 20473                 | 8/14/2024 | 113.59     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |                                                                                                                  |
| Supplier Payment      | Check        | 20474                 | 8/14/2024 | 32.94      | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |                                                                                                                  |
| Supplier Payment      | Check        | 20475                 | 8/14/2024 | 121.84     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |                                                                                                                  |
| Supplier Payment      | Check        | 20476                 | 8/14/2024 | 151.15     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |                                                                                                                  |
| Supplier Payment      | Check        | 20477                 | 8/14/2024 | 108.33     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |                                                                                                                  |
| Supplier Payment      | Check        | 20478                 | 8/14/2024 | 193.33     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |                                                                                                                  |
| Supplier Payment      | Check        | 20479                 | 8/14/2024 | 118.59     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |                                                                                                                  |
| Supplier Payment      | Check        | 20480                 | 8/14/2024 | 204.90     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |                                                                                                                  |

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## INVOICE PAYMENTS REPORT

| Category         | Payment Type | Transaction Reference | Date      | Amount     | Payee                                                                                     | Memo |
|------------------|--------------|-----------------------|-----------|------------|-------------------------------------------------------------------------------------------|------|
| Supplier Payment | Check        | 20481                 | 8/14/2024 | 32.54      | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry              |      |
| Supplier Payment | Check        | 20482                 | 8/14/2024 | 118.59     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry              |      |
| Supplier Payment | Check        | 20483                 | 8/14/2024 | 573.00     | CyberSource Corporation - Remit-To: CyberSource - Los Angeles                             |      |
| Supplier Payment | Check        | 20484                 | 8/14/2024 | 272.00     | Dominic Hunter                                                                            |      |
| Supplier Payment | Check        | 20485                 | 8/14/2024 | 2,814.81   | Esix Sportswear                                                                           |      |
| Supplier Payment | Check        | 20486                 | 8/14/2024 | 56,209.00  | GeoTerra, Inc.                                                                            |      |
| Supplier Payment | Check        | 20487                 | 8/14/2024 | 167,685.86 | Gordon Truck Centers                                                                      |      |
| Supplier Payment | Check        | 20488                 | 8/14/2024 | 11,195.00  | Harper Houf Peterson Righellis Inc                                                        |      |
| Supplier Payment | Check        | 20489                 | 8/14/2024 | 6,579.19   | Hawks Ridge Assisted Living                                                               |      |
| Supplier Payment | Check        | 20490                 | 8/14/2024 | 11,479.02  | HDJ Design Group - Remit-To: HDJ - Portland                                               |      |
| Supplier Payment | Check        | 20491                 | 8/14/2024 | 1,535.93   | HID Global Corporation                                                                    |      |
| Supplier Payment | Check        | 20492                 | 8/14/2024 | 208.85     | HMI Oregon - Remit-To: Pacific WRO                                                        |      |
| Supplier Payment | Check        | 20493                 | 8/14/2024 | 260.33     | J-2 Blueprint Supply Co.                                                                  |      |
| Supplier Payment | Check        | 20494                 | 8/14/2024 | 519.69     | James C. Fulper MD LTD                                                                    |      |
| Supplier Payment | Check        | 20495                 | 8/14/2024 | 900.00     | Jason Bryan Ropp                                                                          |      |
| Supplier Payment | Check        | 20496                 | 8/14/2024 | 5,468.52   | KBT Distributing LLC                                                                      |      |
| Supplier Payment | Check        | 20497                 | 8/14/2024 | 540.00     | Kramer Gehlen & Associates                                                                |      |
| Supplier Payment | Check        | 20498                 | 8/14/2024 | 314.90     | Lakeyland Inc                                                                             |      |
| Supplier Payment | Check        | 20499                 | 8/14/2024 | 348.00     | Law, Lyman, Daniel, Kamerrer & Bogdanovich                                                |      |
| Supplier Payment | Check        | 20500                 | 8/14/2024 | 2,714.15   | Loomis Armored US LLC - Remit-To: Loomis - Palatine                                       |      |
| Supplier Payment | Check        | 20501                 | 8/14/2024 | 13,912.50  | LSW Architects PC                                                                         |      |
| Supplier Payment | Check        | 20502                 | 8/14/2024 | 4,903.75   | Maul Foster & Alongi Inc                                                                  |      |
| Supplier Payment | Check        | 20503                 | 8/14/2024 | 1,206.57   | Mini Mix Concrete Inc                                                                     |      |
| Supplier Payment | Check        | 20504                 | 8/14/2024 | 4,589.63   | Northwest Natural Gas Company - Remit-To: NW Natural - Portland                           |      |
| Supplier Payment | Check        | 20505                 | 8/14/2024 | 511.59     | Pacific Northwest Pollution Prevention Resources Center                                   |      |
| Supplier Payment | Check        | 20506                 | 8/14/2024 | 44,454.73  | Parametrix, Inc                                                                           |      |
| Supplier Payment | Check        | 20507                 | 8/14/2024 | 500.00     | PDH Creative                                                                              |      |
| Supplier Payment | Check        | 20508                 | 8/14/2024 | 150.00     | Performance Occupational Health Services, LLC                                             |      |
| Supplier Payment | Check        | 20509                 | 8/14/2024 | 1,765.00   | Portland Adventist Medical Center                                                         |      |
| Supplier Payment | Check        | 20510                 | 8/14/2024 | 16,499.45  | PPC Solutions Inc                                                                         |      |
| Supplier Payment | Check        | 20511                 | 8/14/2024 | 2,877.61   | Qwest Corporation - Remit-To: Qwest Corp- Seattle                                         |      |
| Supplier Payment | Check        | 20512                 | 8/14/2024 | 3,045.00   | Rapid Response Bio Clean Inc.                                                             |      |
| Supplier Payment | Check        | 20513                 | 8/14/2024 | 2,842.72   | San Diego Police Equipment Co Inc                                                         |      |
| Supplier Payment | Check        | 20514                 | 8/14/2024 | 1,500.00   | Shannon Lambert                                                                           |      |
| Supplier Payment | Check        | 20515                 | 8/14/2024 | 611.93     | Shrums Pest Control                                                                       |      |
| Supplier Payment | Check        | 20516                 | 8/14/2024 | 250.00     | Slo Poks                                                                                  |      |
| Supplier Payment | Check        | 20517                 | 8/14/2024 | 928.35     | Software House International SHI - Remit-To: SHI - Dallas                                 |      |
| Supplier Payment | Check        | 20518                 | 8/14/2024 | 55,792.50  | Southwest Washington Humane Society                                                       |      |
| Supplier Payment | Check        | 20519                 | 8/14/2024 | 5,564.10   | Stacy Cecchet PHD                                                                         |      |
| Supplier Payment | Check        | 20520                 | 8/14/2024 | 128,605.12 | State of Washington Department of Labor and Industries - Remit-To: Self-Insurance Section |      |
| Supplier Payment | Check        | 20521                 | 8/14/2024 | 8,558.84   | State of Washington Department of Transportation                                          |      |
| Supplier Payment | Check        | 20522                 | 8/14/2024 | 6.98       | Stericycle Inc - Remit-To: Shred-It                                                       |      |

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## INVOICE PAYMENTS REPORT

| Category             | Payment Type   | Transaction Reference | Date                  | Amount              | Payee                                                                     | Memo                   |
|----------------------|----------------|-----------------------|-----------------------|---------------------|---------------------------------------------------------------------------|------------------------|
| Supplier Payment     | Check          | 20523                 | 8/14/2024             | 53.37               | Stericycle Inc - Remit-To: Shred-It                                       |                        |
| Supplier Payment     | Check          | 20524                 | 8/14/2024             | 13,000.00           | Tamarack Management LLC                                                   |                        |
| Supplier Payment     | Check          | 20525                 | 8/14/2024             | 266.32              | Towing & Recovering Services Inc                                          |                        |
| Supplier Payment     | Check          | 20526                 | 8/14/2024             | 1,712.18            | United States Department of Agriculture - Remit-To: USDA APHIS - St Louis |                        |
| Supplier Payment     | Check          | 20527                 | 8/14/2024             | 505.47              | W.B. Sprague Co. Inc.                                                     |                        |
| Supplier Payment     | Check          | 20528                 | 8/14/2024             | 2,439.39            | Walter E Nelson Company                                                   |                        |
| Supplier Payment     | Check          | 20529                 | 8/14/2024             | 32,948.40           | Waste Connections of Washington - Remit-To: Waste Connections - Vancouver |                        |
| Supplier Payment     | Check          | 20530                 | 8/14/2024             | 18,206.65           | Wire Works LLC                                                            |                        |
|                      |                |                       | <b>Check</b>          | <b>912,813.49</b>   |                                                                           |                        |
| Expense Payment      | Direct Deposit | EFT-00259034          | 8/15/2024             | 30.00               | Andrew Nevue                                                              | Employee Reimbursement |
| Expense Payment      | Direct Deposit | EFT-00259035          | 8/15/2024             | 278.80              | Brian Ruder                                                               | Employee Reimbursement |
| Expense Payment      | Direct Deposit | EFT-00259036          | 8/15/2024             | 85.00               | Gage Harrah                                                               | Employee Reimbursement |
| Expense Payment      | Direct Deposit | EFT-00259037          | 8/15/2024             | 305.00              | Jewel Geronimo                                                            | Employee Reimbursement |
| Expense Payment      | Direct Deposit | EFT-00259038          | 8/15/2024             | 220.00              | Jon Morgan                                                                | Employee Reimbursement |
| Expense Payment      | Direct Deposit | EFT-00259039          | 8/15/2024             | 179.30              | Janetta Menzies                                                           | Employee Reimbursement |
| Cash Advance Payment | Direct Deposit | EFT-00259040          | 8/15/2024             | 246.75              | Timmi Winther                                                             | Travel Advance         |
| Expense Payment      | Direct Deposit | EFT-00259041          | 8/15/2024             | 299.00              | Casey Hoodenpyl                                                           | Employee Reimbursement |
| Cash Advance Payment | Direct Deposit | EFT-00259042          | 8/15/2024             | 197.50              | Timothy Pfeifer                                                           | Travel Advance         |
| Cash Advance Payment | Direct Deposit | EFT-00259043          | 8/15/2024             | 197.50              | Tim Tretta                                                                | Travel Advance         |
| Expense Payment      | Direct Deposit | EFT-00259044          | 8/15/2024             | 95.00               | Jarrold Grahm                                                             | Employee Reimbursement |
| Cash Advance Payment | Direct Deposit | EFT-00259045          | 8/15/2024             | 197.50              | Brian Viles                                                               | Travel Advance         |
| Expense Payment      | Direct Deposit | EFT-00259046          | 8/15/2024             | 71.99               | Shannon Turk                                                              | Employee Reimbursement |
| Expense Payment      | Direct Deposit | EFT-00259047          | 8/15/2024             | 119.00              | Jonathan Guerrero                                                         | Employee Reimbursement |
| Cash Advance Payment | Direct Deposit | EFT-00259048          | 8/15/2024             | 197.50              | Jeremy Vanroyce                                                           | Travel Advance         |
|                      |                |                       | <b>Direct Deposit</b> | <b>2,719.84</b>     |                                                                           |                        |
| Supplier Payment     | EFT            | EFT-00259049          | 8/15/2024             | 25,765.00           | Sazan Group, Inc                                                          |                        |
| Supplier Payment     | EFT            | EFT-00259050          | 8/15/2024             | 703.00              | Evergreen Orchards LLC                                                    |                        |
| Supplier Payment     | EFT            | EFT-00259051          | 8/15/2024             | 2,700.21            | Fehr & Peers                                                              |                        |
| Supplier Payment     | EFT            | EFT-00259052          | 8/15/2024             | 15,278.00           | Keen Independent Research LLC                                             |                        |
| Supplier Payment     | EFT            | EFT-00259053          | 8/15/2024             | 110,790.00          | Proud Ground                                                              |                        |
| Supplier Payment     | EFT            | EFT-00259054          | 8/15/2024             | 364.00              | QuickCaption                                                              |                        |
| Supplier Payment     | EFT            | EFT-00259055          | 8/15/2024             | 2,819,561.86        | Tapani Inc                                                                |                        |
| Supplier Payment     | EFT            | EFT-00259056          | 8/15/2024             | 6,397.43            | Bound Tree Medical LLC                                                    |                        |
| Supplier Payment     | EFT            | EFT-00259057          | 8/15/2024             | 14,388.72           | AirX LLC                                                                  |                        |
| Supplier Payment     | EFT            | EFT-00259058          | 8/15/2024             | 6,775.00            | The Gunter Group LLC                                                      |                        |
| Supplier Payment     | EFT            | EFT-00259059          | 8/15/2024             | 10,410.50           | Enviro-Clean Equipment Inc                                                |                        |
| Supplier Payment     | EFT            | EFT-00259060          | 8/15/2024             | 7,328.47            | Jacobs Engineering Group Inc                                              |                        |
| Supplier Payment     | EFT            | EFT-00259061          | 8/15/2024             | 28,298.48           | Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources |                        |
| Supplier Payment     | EFT            | EFT-00259062          | 8/15/2024             | 16,631.10           | Wager Audio Inc                                                           |                        |
| Supplier Payment     | EFT            | EFT-00259063          | 8/15/2024             | 54,071.00           | The Exhibits Department, LLC                                              |                        |
| Supplier Payment     | EFT            | EFT-00259064          | 8/15/2024             | 5,191.37            | PBS Engineering and Environmental Inc                                     |                        |
| Supplier Payment     | EFT            | EFT-00259065          | 8/15/2024             | 600.00              | Pacific Talent Inc                                                        |                        |
| Supplier Payment     | EFT            | EFT-00259066          | 8/15/2024             | 1,306.00            | Rotschy Inc                                                               |                        |
| Supplier Payment     | EFT            | EFT-00259067          | 8/15/2024             | 75.00               | Amy Lynn Roark                                                            |                        |
| Supplier Payment     | EFT            | EFT-00259068          | 8/15/2024             | 7,940.54            | Fire Systems West                                                         |                        |
| Supplier Payment     | EFT            | EFT-00259069          | 8/15/2024             | 44,380.00           | Otak Inc                                                                  |                        |
| Supplier Payment     | EFT            | EFT-00259070          | 8/15/2024             | 1,800.00            | Rock Creek Communications, LLC                                            |                        |
| Supplier Payment     | EFT            | EFT-00259071          | 8/15/2024             | 663.08              | Loma Media Partners                                                       |                        |
| Supplier Payment     | EFT            | EFT-00259072          | 8/15/2024             | 10,173.76           | Captura 22, Inc                                                           |                        |
| Supplier Payment     | EFT            | EFT-00259073          | 8/15/2024             | 336.40              | Waxie's Enterprises Inc                                                   |                        |
|                      |                |                       | <b>EFT</b>            | <b>3,191,928.92</b> |                                                                           |                        |
| Supplier Payment     | Manual Wire    |                       | 8/7/2024              | 221.45              | Allegiance Benefit Plan                                                   |                        |
| Supplier Payment     | Manual Wire    |                       | 8/12/2024             | 22,600.13           | Washington Dental Service                                                 |                        |
| Supplier Payment     | Manual Wire    |                       | 8/12/2024             | 323,762.07          | Blue Cross Blue Shield of Oregon                                          |                        |
| Supplier Payment     | Manual Wire    |                       | 8/12/2024             | 1,342,349.62        | Internal Revenue Service                                                  |                        |

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## INVOICE PAYMENTS REPORT

| Category                    | Payment Type | Transaction Reference | Date           | Amount       | Payee                                                             | Memo                                                       |
|-----------------------------|--------------|-----------------------|----------------|--------------|-------------------------------------------------------------------|------------------------------------------------------------|
| Supplier Payment            | Manual Wire  |                       | 8/13/2024      | 949,870.74   | State of Washington<br>Department of Retirement<br>Systems (DRS)  |                                                            |
| Supplier Payment            | Manual Wire  |                       | 8/13/2024      | 49,420.11    | State of Oregon<br>Department of Revenue                          |                                                            |
| Supplier Payment            | Manual Wire  |                       | 8/13/2024      | 12,391.55    | Bank Of America N.A. -<br>Remit-To: Charlotte NC                  |                                                            |
| Supplier Payment            | Manual Wire  |                       | 8/14/2024      | 239,213.93   | Clark County - Remit-To:<br>Clark County - Treasurer<br>Vancouver |                                                            |
| Procurement Card<br>Payment | Manual Wire  |                       | 8/14/2024      | 742,100.67   | CoV JPM Procurement<br>Card                                       |                                                            |
| Supplier Payment            | Manual Wire  |                       | 8/16/2024      | 6,929.46     | Washington Dental Service                                         |                                                            |
| Supplier Payment            | Manual Wire  |                       | 8/16/2024      | 90,074.08    | Blue Cross Blue Shield of<br>Oregon                               |                                                            |
| Supplier Payment            | Manual Wire  |                       | 8/16/2024      | 1,656.00     | VSP Vision Care Inc                                               |                                                            |
| Supplier Payment            | Manual Wire  |                       | 8/16/2024      | 137,260.80   | Reliastar Life Insurance Co                                       |                                                            |
|                             |              |                       | Manual Wire    | 3,917,850.61 |                                                                   |                                                            |
|                             |              |                       | Checks         | 912,813.49   |                                                                   |                                                            |
|                             |              |                       | Direct Deposit | 2,719.84     |                                                                   |                                                            |
|                             |              |                       | EFT            | 3,191,928.92 |                                                                   |                                                            |
|                             |              |                       | 8/19/2024      | 37,124.68    | City Payments                                                     | Posted 08-12-24 to 08-18-24                                |
|                             |              |                       | Hansen Total   | 37,124.68    |                                                                   |                                                            |
|                             |              |                       |                |              |                                                                   |                                                            |
|                             |              |                       | 8/19/2024      | 1,730.22     | Miscellaneous                                                     | Parks Class Refunds FCC<br>08-12-24 to 08-18-24            |
|                             |              |                       | 8/19/2024      | 2,521.14     | Miscellaneous                                                     | Parks Class Refunds MCC<br>08-12-24 to 08-18-24            |
|                             |              |                       | 8/19/2024      | 127.50       | Miscellaneous                                                     | Parks Class Refunds<br>WREC Center 08-12-24 to<br>08-18-24 |
|                             |              |                       | VISA Total     | 4,378.86     |                                                                   |                                                            |
|                             |              |                       |                |              |                                                                   |                                                            |
|                             |              |                       | Payroll Total  | 0.00         |                                                                   |                                                            |
|                             |              |                       |                |              |                                                                   |                                                            |
|                             |              |                       | GRAND TOTAL    | 8,066,816.40 |                                                                   |                                                            |
|                             |              |                       |                |              |                                                                   |                                                            |
|                             |              |                       |                |              |                                                                   |                                                            |

City of Vancouver  
Payroll Council Report  
August 12, 2024 - August 18, 2024

| Check No. | Date | Explanation            | Amount |
|-----------|------|------------------------|--------|
|           |      | No payroll this period |        |
|           |      |                        |        |
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# Annual Presentation to Clark County Cities



# Commission on Aging (COA)

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- Nine-member volunteer commission.
- Provide leadership in addressing the special needs of the aging population
- Manage and assist with implementation of the Aging Readiness Plan (ARP)
- Update the ARP as needs change





# Public Engagement

- Survey
- Stakeholder Focus Groups
- Strategy Workshops
- Strategy Prioritization Workshop



# Healthy Communities Chapter Overview

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**Goal HC-1:** Improve access to healthy food.

**Goal HC-2:** Create safe and accessible parks, greenspaces, and community gathering spaces.

**Goal HC-3:** Create a welcoming and age-friendly built environment.

**Goal HC-4:** Develop local and community-based healthcare resources.

**Goal HC-5:** Provide resources for caregivers.





# Housing Chapter Overview

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**Goal H-1:** Provide a range of housing for multigenerational communities.

**Goal H-2:** Provide housing that enables people to age in place.

**Goal H-3:** Support the development of more affordable housing.



# Mobility Chapter Overview

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**Goal M-1:** Design transit options for people who are older and have a disability.

**Goal M-2:** Increase alternative transportation options in areas not well-served by transit lines.

**Goal M-3:** Design communities for safe walking and rolling for a range of users and abilities.

**Goal M-4:** Promote land use patterns and design standards that encourage walking, rolling, and transit use.

# Civic Involvement Chapter Overview

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- **Goal CI-1:** Support the efforts of neighborhood associations and other volunteer groups to reach and engage older adults.
- **Goal CI-2:** Support cross-cultural and intergenerational community events.
- **Goal CI-3:** Continue to offer a variety of engagement opportunities in-person and online.





# Emergency Preparedness Chapter Overview

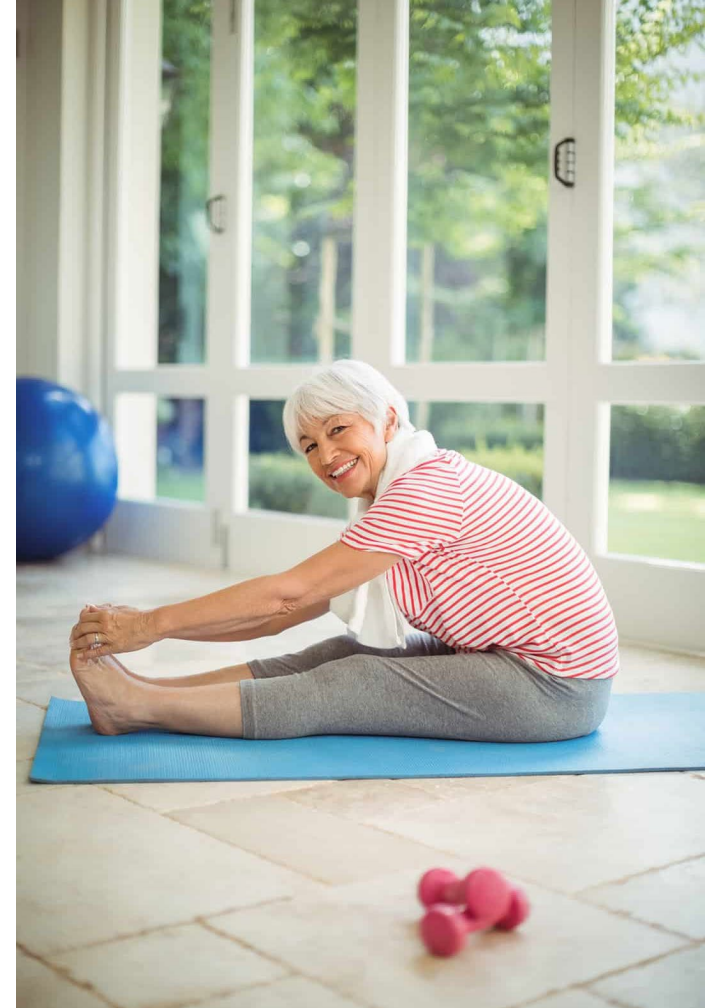
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- **Goal EP-1:** Mitigate the impacts of potential hazards before they occur.
- **Goal EP-2:** Prepare for natural hazards through education and improved communication.
- **Goal EP-3:** Provide essential services during hazard events.

# Implementation

- ARP approved September 2023
- Focus on two priority strategies highlighting community engagement
  - Educate older adults and caregivers on information and resources provided by the Area Agency on Aging and Disabilities of Southwest Washington, or AAADSW
  - Team with the Area Agency on Aging and Disabilities of Southwest Washington (AAADSW), Neighborhood Associations, and other partner agencies to share and distribute best practices for reaching older adults



# Implementation

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- Fireside chats
  - Work with AAADSW on engagement
  - Local examples of community engagement
  - Engagement in another area of the country
- Resource distribution



# Implementation

## COA 2023 Achievements:

- Letters of support
- Proclamations
- Resources document
- Community presentations
- 2023 Silver Citizen Award

**Focus for 2024: Emergency preparedness**



## Governor's Smart Communities Awards - 2024

### Judges Merit Awards

Recognize success in more than one judged category.

#### Clark County Aging Readiness Plan: 10-year Update – Clark County

Originally submitted for a Smart Vision award, this update to Clark County's Aging Readiness Plan (ARP) reminds us that we can consistently support our most vulnerable populations with forward thinking and collaborative teamwork. A long-range planning document, the ARP was first developed in 2012 to support the county's growing number of older residents. With a huge list of partners, including all of the incorporated cities in the county, recommendations within the ARP focus on addressing missing or lacking public infrastructure, support for social services, and zoning and planning standards that encourage age-friendly community's older adults can thrive in. The latest iteration of the plan codified in 2023 expands on existing topics by including an emergency preparedness chapter. The sheer scope of work, extensive outreach and long term partnerships represented here have earned this project the Judge's Merit Award.



Photo credit: Clark County

# Thank you!

## More information:

Commission on Aging

Webpage: <https://clark.wa.gov/aging>

Email: [Cnty.Comm-aging@clark.wa.gov](mailto:Cnty.Comm-aging@clark.wa.gov)

Phone: 564-397-4913 or 564-397-4516

Staff: Susan Ellinger & Amy Wooten

## Resources for older adults & caregivers:

Aging & Disability Resource Center (ADRC)

Webpage: <https://www.helpingelders.org/>

Email: [clarkadrc@dshs.wa.gov](mailto:clarkadrc@dshs.wa.gov)

Phone: 360-694-8144







# 2023 Annual Report

## 2023 Message from the Chair

Dear Community Members:

This is an exciting time for Clark County and the Commission on Aging. The Commission on Aging is entering its second decade of providing leadership, advocacy, developing community awareness, and spearheading positive change toward an all-age friendly, livable community.

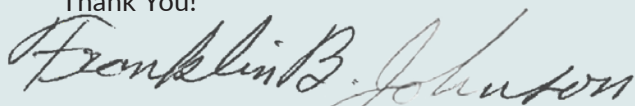
This annual report is focused on the Commission's work updating the 10-year-old Aging Readiness Plan. We held a series of "fireside chats" with experts from other cities that lead programs focused on aging populations. We learned about the creativity needed to connect meaningfully and effectively with aging adults and those with disabilities, their caregivers and their families. We also heard from our own Clark County community partners who provide critical day-to-day support to various segments of our aging community. We held several public workshops and community focus groups to solicit feedback from Clark County residents. We asked for your input on developing strategies that will help Clark County become an even more all-age friendly place to live. We also asked you which strategies should be given the highest priority to implement. This insight helped drive the innovative thinking and collaboration utilized during the Aging Readiness Plan update project.

Thank you, Clark County neighbors, for your participation in our 2021-22 Community Survey, as well as this year's public workshops and community focus groups. As a result of your participation and input, the updated Aging Readiness Plan has been reviewed and received approval from the Clark County Council and Planning Commission.

Looking forward to the upcoming year, the Commission on Aging will be concentrating on the new area of Emergency Preparedness and implementing the priority strategies in each of the existing chapters. We will continue to nurture our valued relationships with neighbors, community organizations that deliver critical services to our aging population and with county leadership.

During the challenging pandemic protocols, we were unable to gather and meet in person, Commission meetings were held virtually. As a result of lessons learned from the pandemic and its impacts, the monthly Commission meetings are now being held in a hybrid format. You now have the option to attend the meetings in person, virtually using your digital device, or by phone. We welcome you to attend our meetings in the format that works best for you, so we can continue to hear your voices and listen to your concerns and ideas.

Thank You!



Franklin B. Johnson, MPA, MPP, PMP.  
Chair, Clark County Commission on Aging

**The Commission on Aging** was established on May 20, 2012, and is tasked with leading and managing the implementation of the Aging Readiness Plan and fostering countywide awareness, dialogue and insight into challenges and opportunities for residents of all ages, incomes and abilities. The commission is supported by volunteer members appointed by the Clark County Council. Commission members provide leadership, education, advocacy and community awareness and serve as community ambassadors, advising the County Council and other partners.

### Our Mission

*As community ambassadors, the Commission on Aging provides leadership, advocacy, community awareness and partnerships to initiate change toward an all-age friendly, livable community.*

### 2023 Members

Sue Cameron

Dick Clairmont

Cass Freedland *Immediate past  
Chair and current Vice Chair*

Chuck Green

Amy Gross

Franklin Johnson *Immediate past  
Vice Chair and current Chair*

Ken Lund

Donna Mason

Meghan McCarthy

Ellen Rogers

Justin Ross

Mel Sanchez

Larry Smith

Tanya Stewart

### Aging Readiness Plan Adoption

The original Aging Readiness Plan (ARP or plan) was adopted in 2012. The 10-year update of the ARP was adopted in September 2023 after a significant outreach program and approval from the County Council.

### What is the Aging Readiness Plan (ARP)?

The 2023 Clark County Aging Readiness Plan (ARP or plan) is a long-range planning document that assesses the county's readiness to serve as a home for a growing number of older residents. The ARP addresses issues specific to healthy communities, housing, transportation/mobility, civic involvement and emergency preparedness. It includes 18 goals to be implemented through 67 strategies that are intended to improve the community's capacity to support its growing older population and ultimately benefit all ages. These goals and strategies were developed through a multi-pronged outreach approach that included a community and jurisdictional survey; "fireside chats;" community workshops and focus groups with local experts, agency professionals and interested individuals.





## Aging Readiness Plan Chapter Summary

**HEALTHY COMMUNITIES** describes the current opportunities in Clark County for older adults to access healthy food, parks and recreation, and goods and services. The chapter includes strategies to improve and expand access to these resources by creating a welcoming and age-friendly built environment that serves all ages and abilities.

**HOUSING** provides strategies that address the various housing needs of older adults in Clark County. It summarizes housing types that are geared towards the needs of older adults, like accessory dwelling units and shared housing while also explaining ways that this demographic can better access these housing options including aging-in-place and community.

**MOBILITY** includes strategies based on the transportation and mobility needs of older adults. It outlines ways that older adults tend to travel and areas that could use improvement such as public transit, walkability, ADA accessibility and others.

**CIVIC INVOLVEMENT** includes strategies based on increasing older adults' civic involvement within the county. It reviews ways that older adults can engage with their communities like working, volunteering, attending community events, participating in local government, or advocacy work.

**EMERGENCY PREPAREDNESS** provides strategies that outline how older adults could be affected by natural and human-caused hazards and other ways the county can improve the health and safety of this demographic. It explains ways older adults could be impacted by communicable diseases, wildfires, flooding, extreme heat events, and geologic and seismic hazards, and ways to prepare older adults for these hazards.

Eighteen (18) of the 67 strategies outlined in the ARP were identified as priority strategies. Priority strategies are planned for early implementation because their importance was highlighted by the community and/or they lay the groundwork for supporting strategies. Two priority strategies were chosen by Commission members to focus on for 2023.

## Commission 2023 Workplan

Commission members spent most of the year holding public events related to the update of the ARP. For the final four months, they chose to focus on community engagement and begin moving forward two priority strategies related to this topic. From the Healthy Communities chapter, the Commission chose strategy HC-4.4: Educate older adults and caregivers on information and resources provided by the Area Agency on Aging and Disabilities of Southwest Washington, or AAADSW. This strategy received the highest number of votes overall for the plan as a whole in the priority strategy workshop.

And, from the Civic Involvement chapter, the Commission chose strategy CI-1.1: Team with the Area Agency on Aging and Disabilities of Southwest Washington (AAADSW), Neighborhood Associations and other partner agencies to share and distribute best practices for reaching older adults.

The Commission partnered with AAADSW to implement its priority strategies this year. AAADSW is the area regional agency tasked with enhancing the lives of older adults and people with disabilities within the five Southwest Washington counties. Their purpose is to promote the independence, dignity, and well-being of people with disabilities and those over the age of 60 using a coordinated system of home- and community-based services.

Three interactive moderated "fireside chats" were conducted with community experts, including:

- A dialog featuring Christina Marneris from AAADSW. The discussion revolved around how AAADSW and the Commission on Aging can work together on community engagement.
- A discussion with Alan DeLaTorre from Portland State University, an area expert on aging, who shared his experience with effective community engagement.
- A talk with Laura Poskin, Executive Director, Age-Friendly Greater Pittsburgh to learn about the creative and wide range of initiatives this age-friendly organization has pursued.



*Commission on Aging president Franklin B. Johnson presents 2023 Silver Citizen award to recipient Pat Suggs.*

## 2023 Silver Citizen Recipient

### PAT SUGGS

Clark County recognizes that older adults are valuable contributors to the vitality of this community. To encourage and support older adults for their contributions, the commission established a program to recognize older adults by means of an annual award which is known as the Silver Citizen Award program.

Pat's lifetime of service spans 47 years and includes volunteering at her church, in community education programs, scouting programs, the Drug Takeback Program, Children's Home Society of Washington and Two Rivers Heritage Museum. Her nomination states, "She unselfishly serves her community with great impact and noteworthy results."



# 2023 Aging Readiness Plan Implementation Progress

The Aging Readiness Plan (ARP) assesses the county's readiness to serve as a home for a growing number of older residents. It is divided into six (6) chapters focusing on healthy communities, housing, transportation/mobility, civic involvement, and emergency preparedness. The Plan includes 18 goals that support initiatives and are implemented through 67 associated strategies. This chart provides an "at-a-glance" road map of the ARP's goals and strategies and the progress Clark County made in 2023.

|                                                                                                | 2023 Goal Progress | Progress Examples and Implemented Strategy                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                           | 2023 Goal Progress | Progress Examples and Implemented Strategy                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>HEALTHY COMMUNITIES</b><br><b>Goal HC-1</b> Improve access to healthy food.                 | X                  | HC-1.1 Access to fresh foods was expanded in the City of Vancouver's downtown core through the construction and opening of New Seasons Market.                                                                                                          | <b>MOBILITY</b><br><b>Goal M-1</b> Design transit options for people who are older & have a disability<br><br><b>Goal M-2</b> Increase safe walking and rolling connections<br><br><br><b>Goal M-3</b> Design communities for safe walking & rolling for a range of users & abilities.<br><br><b>Goal M-4</b> Promote land use patterns & design standards that encourage walking, rolling & transit use. | X                  | M-1.2 In 2023, C-Tran expanded their on demand services to include a rideshare service called "The Current" that provides point-to-point service for the cost of a bus ride.                                                     |
|                                                                                                | X                  | HC-1.2 Access to farmers markets was improved as the Vancouver Farmers Market has been expanded for year-round retail service.                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                           | X                  | M-2.2 The CoA issued a letter of support for the Ridgefield ADA Mobility and Access Plan to support Ridgefield's systematic investment in ADA compliant walking and rolling connections.                                         |
|                                                                                                | X                  | HC-2.2 Two parks construction projects were completed in Clark County, and two in the City of Vancouver. All parks incorporated accessible elements and included accessible walkways and bench seating.                                                 |                                                                                                                                                                                                                                                                                                                                                                                                           |                    | M-2.3 Clark County continues interagency partnership through the Walkability Action Institute, a CDC and WA Department of Health program that encourages physical activity through non-motorized forms of transportation active. |
|                                                                                                | X                  | HC-3.1 The Clark County Parks Department began work on a new ADA transition plan that is intended to ensure access to County Parks for people of all abilities.                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                           |                    |                                                                                                                                                                                                                                  |
|                                                                                                | X                  | HC-4.4 The CoA moderated three "fireside chats" with experts in the field of aging. The first presentation provided by AAADSW staff. Additionally, CoA and county staff are preparing a plan for dispersal of AAADSW information throughout the county. |                                                                                                                                                                                                                                                                                                                                                                                                           |                    |                                                                                                                                                                                                                                  |
|                                                                                                |                    |                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                           |                    |                                                                                                                                                                                                                                  |
| <b>Goal HC-2</b> Create safe and accessible parks, greenspaces, and community gather spaces.   |                    |                                                                                                                                                                                                                                                         | <b>CIVIC INVOLVEMENT</b><br><b>Goal CI-1</b> Support the efforts of neighborhood associations & other volunteer groups to reach & engage older adults.<br><br><b>Goal CI-2</b> Support cross-cultural & intergenerational community events.<br><br><b>Goal CI-3</b> Continue to offer a variety of engagement opportunities in person & online.                                                           | X                  | CI-1.1 The CoA held "fireside chats" with renown experts on aging. The "chats" focused on effective community engagement.                                                                                                        |
| <b>Goal HC-3</b> Create a welcoming, age-friendly built environment.                           |                    |                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                           |                    |                                                                                                                                                                                                                                  |
| <b>Goal HC-4</b> Develop local & community-based healthcare resources.                         |                    |                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                           |                    |                                                                                                                                                                                                                                  |
| <b>Goal HC-5</b> Provide resources for caregivers.                                             |                    |                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                           |                    |                                                                                                                                                                                                                                  |
| <b>HOUSING</b><br><b>Goal H-1</b> Provide a range of housing for multigenerational communities | X                  | H-1.1 Clark County is working on amendments to the zoning code that will remove barriers to co-housing in low-density residential (LDR) districts.                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                           |                    |                                                                                                                                                                                                                                  |
|                                                                                                | X                  | H-1.6 Many jurisdictions within the county are working together on housing initiatives to remove potential barriers to the development of smaller housing units suited to older adults, like ADUs.                                                      |                                                                                                                                                                                                                                                                                                                                                                                                           |                    |                                                                                                                                                                                                                                  |
|                                                                                                |                    |                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                           |                    |                                                                                                                                                                                                                                  |
|                                                                                                |                    |                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                           |                    |                                                                                                                                                                                                                                  |
| <b>Goal H-2</b> Provide housing that enables people to age in place.                           | X                  |                                                                                                                                                                                                                                                         | <b>EMERGENCY PREPAREDNESS</b><br><b>Goal EP-1</b> Mitigate the impacts of potential hazards before they occur.<br><br><b>Goal EP-2</b> Prepare for natural hazards through education & improved communications<br><br><b>Goal EP-3</b> Provide essential services during hazard events.                                                                                                                   |                    |                                                                                                                                                                                                                                  |
| <b>Goal H-3</b> Support the development of more affordable housing.                            | X                  | H-3.1 The county's proposed middle housing zoning code revisions can allow higher densities in traditionally single-family residential areas.                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                           |                    |                                                                                                                                                                                                                                  |
|                                                                                                |                    |                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                           |                    |                                                                                                                                                                                                                                  |

## Additional 2023 Achievements

The Commission on Aging is authorized by the Clark County Council to endorse efforts that support livable communities in Clark County for all ages. This year, the commission offered the following:

- Letters of support for: Ridgefield ADA Mobility and Access Plan and the Felida Park Senior Housing + Pace Project
- Proclamations: Older American's Month and National Caregivers Month
- Creation of a one-page summary resource document outlining the work of the Commission on Aging distributed at community events and presentations.
- Presentations: Commission members and staff gave presentations at thirteen (13) local community meetings in 2023, which included local city council meetings and neighborhood groups.



### COMMUNITY PLANNING

1300 Franklin Street • PO Box 9810

Vancouver, WA 98666-9810

564.397.2280

[comm-aging@clark.wa.gov](mailto:comm-aging@clark.wa.gov)

[www.clark.wa.gov/aging](http://www.clark.wa.gov/aging)

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For other formats, contact the Clark County ADA Office

Voice 564.397.2322 Relay 711 or 800.833.6388

Email [ada@clark.wa.gov](mailto:ada@clark.wa.gov)



**TO:** Mayor, City Council

**CC:** Eric Holmes, City Manager

**FROM:** Jonathan Young, City Attorney

**DATE:** August 26, 2024

**RE:** November 2024 Ballot Measures

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This November, registered voters in the City of Vancouver will be asked to consider thirteen ballot measures. As you know, state law generally prohibits the use of public facilities to support or oppose a ballot measure. However, there are exceptions to this rule. RCW 42.17A.555 allows a city council to express a collective position in support or opposition to a pending ballot measure if three conditions have been met: (1) proper notice has been given, and (2) a public hearing is conducted, and (3) approximately equal time is afforded to members of the public wishing to speak in favor of, or opposition to, the proposed measure.

On Monday, August 26th Staff will seek input from City Council as to which of the following ballot measures – if any – you would like to have noticed for public hearing, testimony, and formal consideration on September 16, 2024:

#### **City Initiatives**

- [Proposition 4](#): City of Vancouver Police and Public Safety Services Levy Lid Lift
- [Charter Amendment 8](#): Concerning Vancouver City Officer Vacancies
- [Charter Amendment 9](#): Concerning Methodology for Adjusting Vancouver Councilmember Salary
- [Charter Amendment 10](#): Concerning the duties of Vancouver's City Manager
- [Charter Amendment 11](#): Concerning City of Vancouver Contracting Procedures
- [Charter Amendment 12](#): Concerning Initiative and Referendum Petitions

#### **County Initiatives**

- [Charter Amendment 16](#): Concerning submission of initiative petitions by Clark County Registered Voters

- [Charter Amendment 17](#): Concerning the redistricting process for Clark County Councilor districts
- [Charter Amendment 18](#): Concerning submission of initiative petitions by Clark County Registered Voters

### Statewide Initiatives

- [Initiative No. 2066](#) (Initiative to the People<sup>1</sup>) – concerns regulating energy services, including natural gas and electrification
- [Initiative No. 2109](#) (Initiative to the Legislature<sup>2</sup>) – concerns taxes
- [Initiative No. 2117](#) (Initiative to the Legislature<sup>2</sup>) – concerns carbon tax credit trading
- [Initiative No. 2124](#) (Initiative to the Legislature<sup>2</sup>) – concerns state long term care insurance

[Additional Information](#) on the statewide initiatives referenced above can be found on the Secretary of State's website.

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<sup>1</sup> An **Initiative to the People** (or "initiated state statute") is a citizen-initiated ballot measure that amends state statute.

<sup>2</sup> An **Initiative to the Legislature** is the name of indirect initiated state statutes in the state of Washington. An indirect initiated state statute is a citizen-initiated ballot measure that is sent to the Legislature to amend state statute. The Legislature has three options upon receipt of such an initiative: (1) The Legislature can adopt an Initiative to the Legislature, in which case the initiative is enacted into law without a vote of electors; (2) The Legislature can reject or not act on the initiative, in which case the initiative is placed on the ballot at the next state general election; or (3) The Legislature can approve an alternative to the proposed initiative, in which case both the original proposal and the legislative alternative are placed on the ballot at the next state general election.