

City Council Meeting Agenda

September 16, 2024

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. September 16, 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 September 16, 2024. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on September 16, 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.

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

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

Comprehensive Plan Update

(Approximately 1 hour)

Rebecca Kennedy, Deputy Community Development Director,
rebecca.kennedy@cityofvancouver.us

Greenhouse Gas Inventory Update

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

Council Dinner / Administrative Updates (6:00-6:30 p.m.)

Regular Council Meeting

6:30 PM

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

Pledge of Allegiance

Call to Order and Roll Call

Approval of Minutes

Minutes - July 1, 2024

Proclamations

Week Without Driving

Deaf Awareness Week

Suicide Prevention Awareness Week

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. Final Acceptance of the W Fourth Plain Water & Sewer Improvements – Rebid, per ITB 23-29**

Staff Report: 176-24

Request: On September 16, 2024, accept the facilities as constructed by Tapani Incorporated., of Battle Ground, Washington, and authorize release of the contractor's bond, subject to receipt of all documentation required by law.

Michelle Henry, Senior Civil Engineer, michelle.henry@cityofvancouver.us

- 2. Piggyback Contract - Increase to US Communities Contract #4400008495, Public Safety and Emergency Preparedness Equipment (Mallory Safety & Supply LLC) - C-100986**

Staff Report: 177-24

Request: Authorize the increase of contract C-100986, to purchase safety and equipment supplies, for \$800,000. This amount will allow staff to utilize the contract until September 30, 2028.

Brian Wilson, Operations Superintendent, Brian.E.Wilson@cityofvancouver.us

3. Contract Amendment - Ductile Iron Pipe and Fittings - C-101465

Staff Report: 178-24

Request: Authorize an increase to contract C-101465 with Core and Main for an additional \$900,000.

Brian Wilson, Operations Superintendent, Brian.E.Wilson@cityofvancouver.us

4. Request For Proposal (RFP) 46-24 Award for Home Electrification and Appliance Rebate (HEAR) Program

Staff Report: 179-24

Request:

1. Approve acceptance of HEAR grant award from Washington Department of Commerce in the amount of \$1,321,551.
2. Approve a resolution adopting the proposed HEAR awards and authorizing the City Manager to execute related agreements.

Samantha Whitley, Housing Programs Manager, Rebecca Small, Senior Policy Analyst, samantha.whitley@cityofvancouver.us, rebecca.small@cityofvancouver.us

5. Subrecipient Agreement between City of Vancouver and the 2023 and 2024 Urban Area Security Initiative

Staff Report: 180-24

Request: Authorize the City Manager, or designee, to approve the 2023 subrecipient agreement between the City of Vancouver and Urban Area Security Initiative.

Daphine Harris, Finance and Logistics Supervisor,
daphine.harris@cityofvancouver.us

6. Grant Application Authorization for Development of Raymond E. Shaffer Community Park

Staff Report: 181-24

Request: Authorize the City Manager to execute the resolution and associated Recreation and Conservation Office grant application forms.

Monica Tubberville, Senior Planner, David Perlick, Director of Parks, Recreation and Cultural Services, monica.tubberville@cityofvancouver.us,
david.perlick@cityofvancouver.us

7. Village 57 Apartments - Fourth Plain for All Affordable Housing Loan

A RESOLUTION relating to affordable housing; authorizing the City Manager to approve the below market-rate affordable housing loan and execute agreements and other related loan documents, and authorize reasonably necessary modifications to the subordinate deed of trust or execution of documents requested by the Borrower's primary lender to perfect subordination of the loan security on behalf of the City of Vancouver consistent with the Fourth Plain For All Investment Strategy Housing Allocation funds.

Staff Report: 182-24

Request:

1. Approve the Affordable Housing Loan between DIG Vancouver 57th, LLC, a Washington limited liability company ("Borrower") and the City of Vancouver, Washington, a Washington municipal corporation ("Lender"); and
2. Authorize the City Manager or their designee to issue and execute the Loan Documents, which include the Affordable Housing Loan Agreement (Exhibit A of the Resolution), the Secured Promissory Note (Exhibit B of the Resolution), the Subordinate Deed of Trust (Exhibit C of the Resolution), and the Affordable Housing Covenant (Exhibit D of the Resolution), in substantially the form as attached in the resolution; and
3. Authorize the City Manager or their designee to make any reasonably necessary modifications to the Loan Documents and execute supplemental creditor agreements requested by the Borrower's primary lender as reasonably necessary to perfect subordination of the loan security.

Chim Chune Ko, Principal Project Manager, ChimChune.Ko@cityofvancouver.us

8. Resolution for the Village 57 Apartments -Multifamily Tax Exemption

A RESOLUTION of the City Council of the City of Vancouver approving a contract with DIG Vancouver 57th, LLC a Washington limited liability corporation (Applicant), for a 12-year limited multi-family tax exemption providing income-based housing for the property located at 2909 NE 57th Avenue Vancouver, WA 98661 (Exhibit A).

Staff Report: 183-24

Request: Approve resolution allowing for a multifamily tax exemption certificate for rehabilitation of 48 apartment units in the Fourth Plain target area.

Bryan Monroe, Associate Housing Project Coordinator,
bryan.monroe@cityofvancouver.us

9. Resolution for the Heights District Exclusive Negotiation Agreement for First Phase of Development

A RESOLUTION relating to the approval of a form of exclusive negotiation agreement between the City of Vancouver and Edlen & Co Development, LLC ("Edlen & Co"); Palindrome LLP ("Palindrome") and The Related Companies dba Related NW and Vancouver Housing Authority ("Related and VHA"); establishing the terms and conditions for negotiating development

agreements for the development of the Heights District sites B, C and P; and authorizing the City Manager to execute the exclusive negotiation agreements.

Staff Report: 184-24

Request: Adopt a resolution approving the exclusive negotiation agreement in its substantive form, and authorize the City Manager to execute the exclusive negotiation agreements specific to each development site.

Amy Stewart, Real Estate Project Manager, amy.stewart@cityofvancouver.us

10. Ordinance Authorizing Extension to On-Call Wastewater Professional Service Contract C-100257 with Keller Associates, Inc.

AN ORDINANCE authorizing the City Manager or designee to finalize and execute a contract amendment with Keller Associates, Inc. ("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.

Staff Report: 185-24

Request: Advance the ordinance on first reading and set a date of October 7, 2024, for second reading and public hearing. The ordinance, if approved, would authorize the City Manager, or designee, to amend contract C-100257 with Keller Associates, Inc. of Salem, Oregon, to extend contract expiration dates from December 31, 2024 to December 31, 2027, with a mutual option to extend an additional period to December 31, 2029.

Frank Dick, Wastewater Treatment Program Manager, frank.dick@cityofvancouver.us

11. Ordinance Authorizing Extension to On-Call Wastewater Professional Service Contract C-100252 with Water Systems Consulting, Inc.

AN ORDINANCE authorizing the City Manager or designee to finalize and execute a contract amendment with Water Systems Consulting, Inc. ("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.

Staff Report: 186-24

Request: Advance the ordinance on first reading and set a date of October 7, 2024, for second reading and public hearing. The ordinance, if approved, would authorize the City Manager, or designee, to amend contract C-100252 with Water Systems Consulting, Inc. of Portland, Oregon, to extend contract expiration dates from December 31, 2024 to December 31, 2027, with a mutual option to extend an additional period to December 31, 2029.

Frank Dick, Wastewater Treatment Program Manager, frank.dick@cityofvancouver.us

12. Ordinance Authorizing Extension to On-Call Wastewater Professional Service Contract C-100232 with Jacobs Engineering Group, Inc.

AN ORDINANCE authorizing the City Manager or designee to finalize and execute a contract amendment with Jacobs Engineering Group, Inc. ("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.

Staff Report: 187-24

Request: Advance the ordinance on first reading and set a date of October 7, 2024, for second reading and public hearing. The ordinance, if approved, would authorize the City Manager, or designee, to amend contract C-100232 with Jacobs Engineering Group, Inc. of Portland, Oregon, to extend contract expiration dates from December 31, 2024 to December 31, 2027, with a mutual option to extend an additional period to December 31, 2029.

Frank Dick, Wastewater Treatment Program Manager, frank.dick@cityofvancouver.us

13. Ordinance Authorizing Extension to On-Call Wastewater Professional Service Contract C-100223 with Wallis Engineering, PLLC

AN ORDINANCE authorizing the City Manager or designee to finalize and execute a contract amendment with Wallis Engineering, PLLC ("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.

Staff Report: 188-24

Request: Advance the ordinance on first reading and set a date of October 7, 2024, for second reading and public hearing. The ordinance, if approved, would authorize the City Manager, or designee, to amend contract C-100223 with Wallis Engineering PLLC of Vancouver, Washington, to extend contract expiration dates from December 31, 2024 to December 31, 2027, with a mutual option to extend an additional period to December 31, 2029.

Frank Dick, Wastewater Treatment Program Manager, frank.dick@cityofvancouver.us

14. Ordinance Authorizing Extension to On-Call Wastewater Professional Service Contract C-100220 with Brown and Caldwell

AN ORDINANCE authorizing the City Manager, or designee, to finalize and execute a contract amendment with Brown and Caldwell ("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.

Staff Report: 189-24

Request: Advance the ordinance on first reading and set a date of October 7, 2024, for second reading and public hearing. The ordinance, if approved, would authorize the City Manager, or designee, to amend contract C-100220 with Brown and Caldwell of Portland, Oregon, to: (1) increase by \$549,546 for a total contract amount of \$3,049,546, and (2) extend contract expiration date from December 31, 2024, to December 31, 2027, with a mutual option to extend an additional period to December 31, 2029.

Frank Dick, Wastewater Treatment Program Manager, frank.dick@cityofvancouver.us

15. Ordinance Authorizing Extension to On-Call Wastewater Professional Service Contract C-100219 with Stantec Consulting, Inc.

AN ORDINANCE authorizing the City Manager or designee to finalize and execute a contract amendment with Stantec Consulting, Inc. ("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.

Staff Report: 190-24

Request: Advance the ordinance on first reading and set a date of October 7, 2024, for second reading and public hearing. The ordinance, if approved, would authorize the City Manager, or designee, to amend contract C-100219 with Stantec, Inc. to extend contract expiration dates from December 31, 2024 to December 31, 2027, with a mutual option to extend an additional period to December 31, 2029.

Frank Dick, Wastewater Treatment Program Manager, frank.dick@cityofvancouver.us

16. Condemnation Ordinance

AN ORDINANCE in the public interest relating to construction for the public use of transportation and streets and sidewalks; declaring the public necessity for and providing for the acquisition by the City of Vancouver by eminent domain of certain property, located in the City limits at 5300 MacArthur Boulevard and described herein, required to construct such public street improvements and related facilities within the City of Vancouver, Washington; taking final action to authorize condemnation of such property; authorizing the City Attorney to prosecute eminent domain proceedings and to stipulate in mitigation of damages; providing for payment of just compensation in exchange for such property; and providing for an immediate effective date.

Staff Report: 191-24

Request: Advance the ordinance on first reading and set a date of October 7, 2024, for second reading and public hearing. If approved, the ordinance would declare the public use and necessity for, and requires the acquisition by eminent domain for just compensation of certain portions of real property and property rights located at 5300 MacArthur Boulevard to construct street improvements and related facilities; and to authorize the City Attorney to prosecute eminent domain proceedings in accordance with the ordinance.

Amy Stewart, Real Estate Project Manager, Rebecca Rude, Assistant City Attorney, amy.stewart@cityofvancouver.us, becky.rude@cityofvancouver.us

17. Approval of Claim Vouchers

Request: Approve claim vouchers for September 16, 2024.

Public Hearings

The following item(s) are scheduled for public hearing. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Unless otherwise announced by the Presiding Officer, speakers are to limit their testimony to three minutes for each public hearing.

18. 2023 U.S. Department of Housing and Urban Development (HUD) Consolidated Annual Performance Evaluation Report (CAPER) and 2022 Substantial Amendment

Staff Report: 192-24

Request:

- Following a public hearing, approve the 2023 CAPER report for submission to the HUD Region Ten Office for approval.
- Approve the reallocation of 2022 CDBG funds from Section 108 loan repayment to Homeowner Rehabilitation Program.

Ann Hawkins, Associate Project Coordinator, Ann.Hawkins@cityofvancouver.us

19. Ordinance Authorizing Contract Agreement between Clark County, the City of Vancouver and Columbia Resource Company for long-term Solid Waste Disposal and Processing Services

AN ORDINANCE authorizing the execution of a Master Services Agreement with Attachments (MSA) between Clark County, Washington ("County"), the City of Vancouver, Washington ("City") and Columbia Resource Company ("Contractor"), to provide Comprehensive Solid Waste and Recycling Services and Regional Solid Waste System Capital Improvements Services; providing for severability; and setting an effective date.

Staff Report: 175-24

Request: Approve the ordinance on second reading and public hearing. The ordinance, if approved, would authorize the City Manager, or designee, to finalize and execute the MSA, Attachment A.1, A.2 and A.3 between Clark County, the City of Vancouver and Columbia Resource Company.

Julie Gilbertson, Solid Waste Supervisor, Steve Worley, Public Works Director, Cary Driskell, Assistant City Attorney, julie.gilbertson@cityofvancouver.us, steve.worley@cityofvancouver.us, cary.driskell@cityofvancouver.us

20. November 2024 Ballot Measures: in accordance with RCW 42.17A.555, the Vancouver City Council will accept public testimony and express a collective decision and/or vote upon one or more of the following:

- Resolution in support of Proposition No. 4 City of Vancouver, Washington Police and Public Safety Services Levy Lid Lift;
- Resolution in opposition to Washington State Initiative No. 2066 which concerns regulating energy services, including natural gas and electrification;

- **Resolution opposition to Washington State Initiative No. 2109 which concerns taxes;**
- **Resolution in opposition to Washington State Initiative No. 2117 which concerns carbon tax credit trading;**
- **Resolution in support of, or a Resolution in opposition to, Washington State Initiative No. 2124 which concerns state long term care insurance.**

A RESOLUTION expressing the City Council's support for Proposition 4, which, if approved by voters, would fund police and public safety services, including staffing, equipment, technology, facilities, and criminal justice costs; increase Vancouver's regular property tax by approximately \$0.41/\$1,000 assessed valuation, for a maximum levy rate not to exceed \$2.63/\$1,000 for 2025; set the limit factor for Vancouver's total regular property tax levy for 2026-2030 to 100% plus annual increase of 5%; and authorize the 2030 levy amount as the basis to calculate subsequent levies (84.55 RCW).

A RESOLUTION expressing a collective position of the Vancouver City Council in opposition to Washington State Initiative No. 2066 which concerns regulating energy services, including natural gas and electrification, and which, if passed, would repeal or prohibit certain laws and regulations that discourage natural gas use, and/or promote electrification, and require certain utilities and local governments to provide natural gas to eligible customers.

A RESOLUTION expressing a collective position of the Vancouver City Council in opposition to Washington State Initiative No. 2109 which concerns taxes, and which, if passed, would repeal an excise tax imposed on the sale or exchange of certain long-term capital assets by individuals who have annual capital gains of over \$250,000.

A RESOLUTION expressing a collective position of the Vancouver City Council in opposition to Washington State Initiative No. 2117 which concerns carbon tax credit trading, and which, if passed, would prohibit state agencies from imposing any type of carbon tax credit trading, and repeal legislation establishing a cap and invest program to reduce greenhouse gas emissions.

A RESOLUTION expressing a collective position of the Vancouver City Council in opposition to Washington State Initiative No. 2124 which concerns state long term care insurance, and which, if passed, would provide that employees and self-employed people must elect to keep coverage under RCW 50B.04, could opt-out any time, and would repeal a law governing an exemption for employees.

Staff Report: 193-24

Request: Following a public hearing affording approximately equal opportunity to those in support and those in opposition, express a collective decision and/or vote upon one or more Resolutions relating to initiatives appearing on the November 2024 general election ballot.

Jonathan Young, City Attorney, jonathan.young@cityofvancouver.us

Communications

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

Vancouver Housing Authority Update

Homeless Emergency Response Update #10

Adjournment

City Hall is served by C-TRAN. Route information and schedules are available online at 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.

OUR VANCOUVER

OUR FUTURE 2045

City Council Workshop

Rebecca Kennedy, Deputy Director, Community Development
Nicole McDermott, Consultant Project Manager, WSP

September 16, 2024

Agenda

- Workshop purpose and feedback needed
- Brief overview of Comprehensive Plan purpose, guiding local policy direction, and new state laws
- Process for developing land use possibilities
- Review draft possibilities
 - ➡ No action- includes HB 1110 as this is self implementing
 - ➡ Possibility A: Lower Range
 - ➡ Possibility B: Higher Range
- Next Steps

Workshop Purpose

Council feedback on:

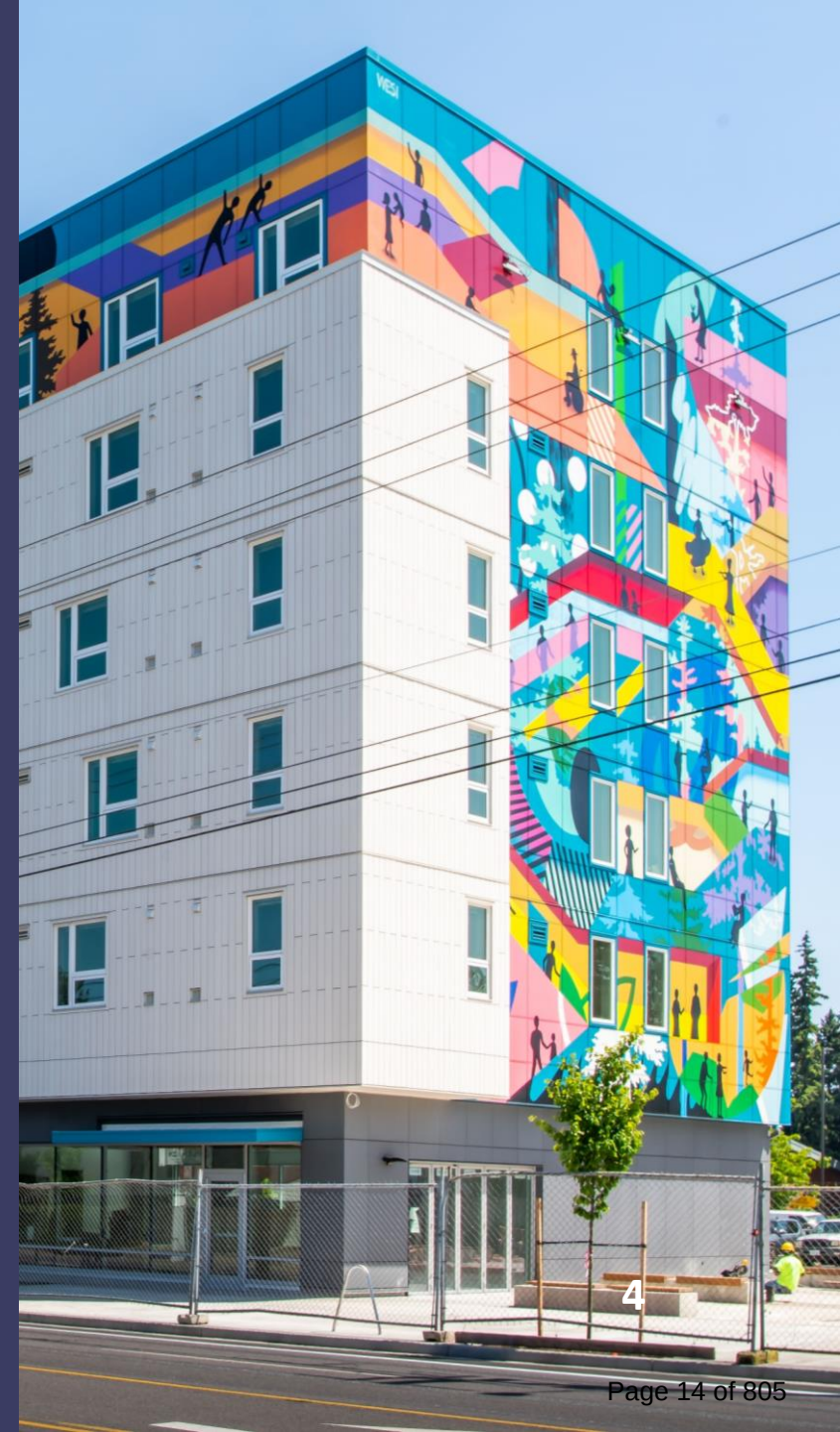
- Do the possibilities represent the full range of options the Council would like analyzed through the environmental review process?
- Are there other options that should be included in one of the possibilities?

What comes after this:

- Draft Environmental Impact Statement (DEIS) anticipated for release in January 2025
- Significant community engagement to review DEIS findings of possibilities and provide input and feedback on preferred possibility to move forward
- Detailed Council and PC review of DEIS findings and engagement feedback to support identification of preferred possibility

Comprehensive Plan Overview

- Cities in Washington State are required to plan for **housing, land use, transportation, parks, and infrastructure** for expected population growth.
- Vancouver's last major plan was in 2011 and much has changed since then. The last complete code update was done in 2004.
- The Comprehensive Plan will guide Vancouver planning, growth, development, and resources for the next 20 years.



Guiding Policy

- Council priorities of climate, equity and community safety
- Housing Action, Essential Places, Climate Action, Transportation & Mobility
- Equitable engagement

New State laws

- HB 1220: housing targets, calibrated by population, for number of total units, number of affordable units in different income bands, and number of permanently supportive housing units
- HB 1110: duplexes, triplexes, fourplexes and stacked flats in all residential zones; 4 – 6 units per lot
- HB 1337: minimum two accessory dwelling units per lot up to 1,000 sf
- Lots of work on building codes- significantly SB 5491 single stairway structures up to six stories
- Process reform, significantly HB 5412 Expansion of State Environmental Policy Act (SEPA) exemptions

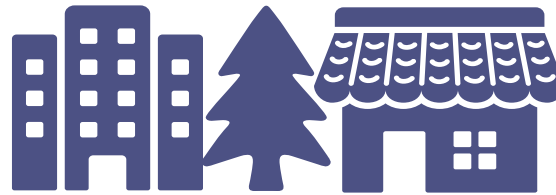
The Comprehensive Planning Process



Collect and
Analyze Data



Identify initial
Focus Areas



Mapping Workshops to
create Land Use
Possibilities



Evaluate
and refine

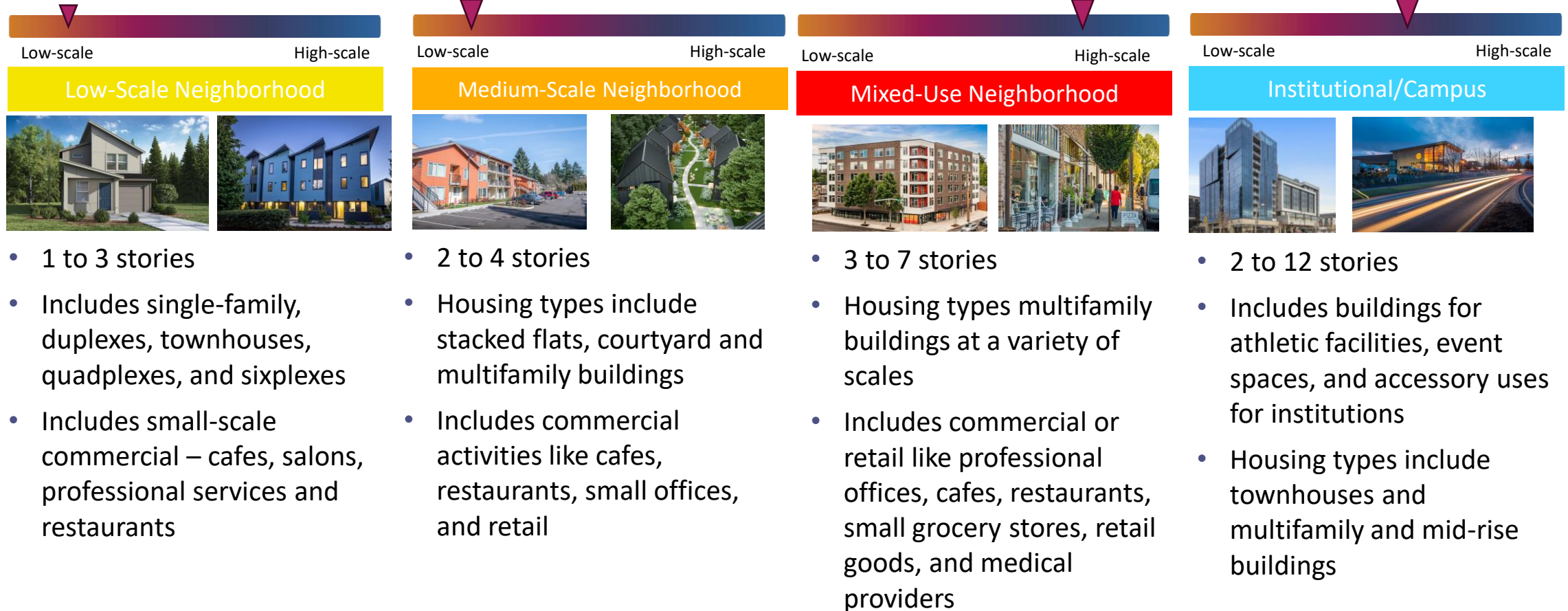


We are here

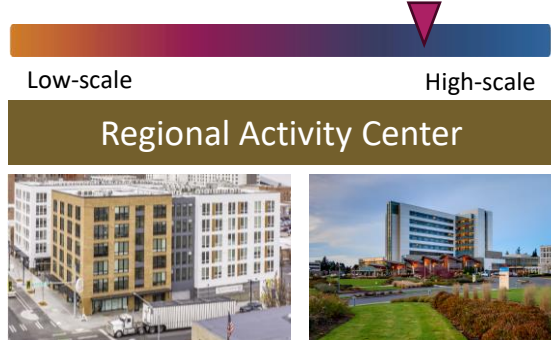


Develop
Future Land
Use Map

Place Types



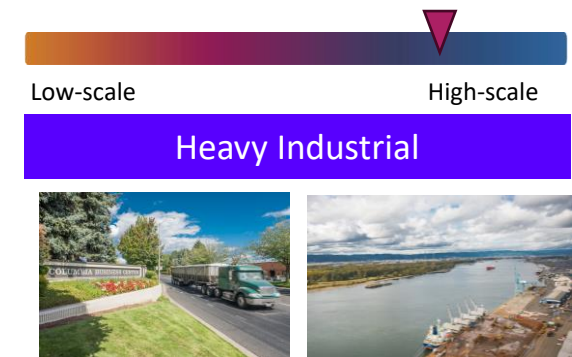
Place Types



- 3 to 12 stories
- Compact mixed-use development that maximizes residential, commercial, and open space
- Housing types include multifamily and mid-rise buildings

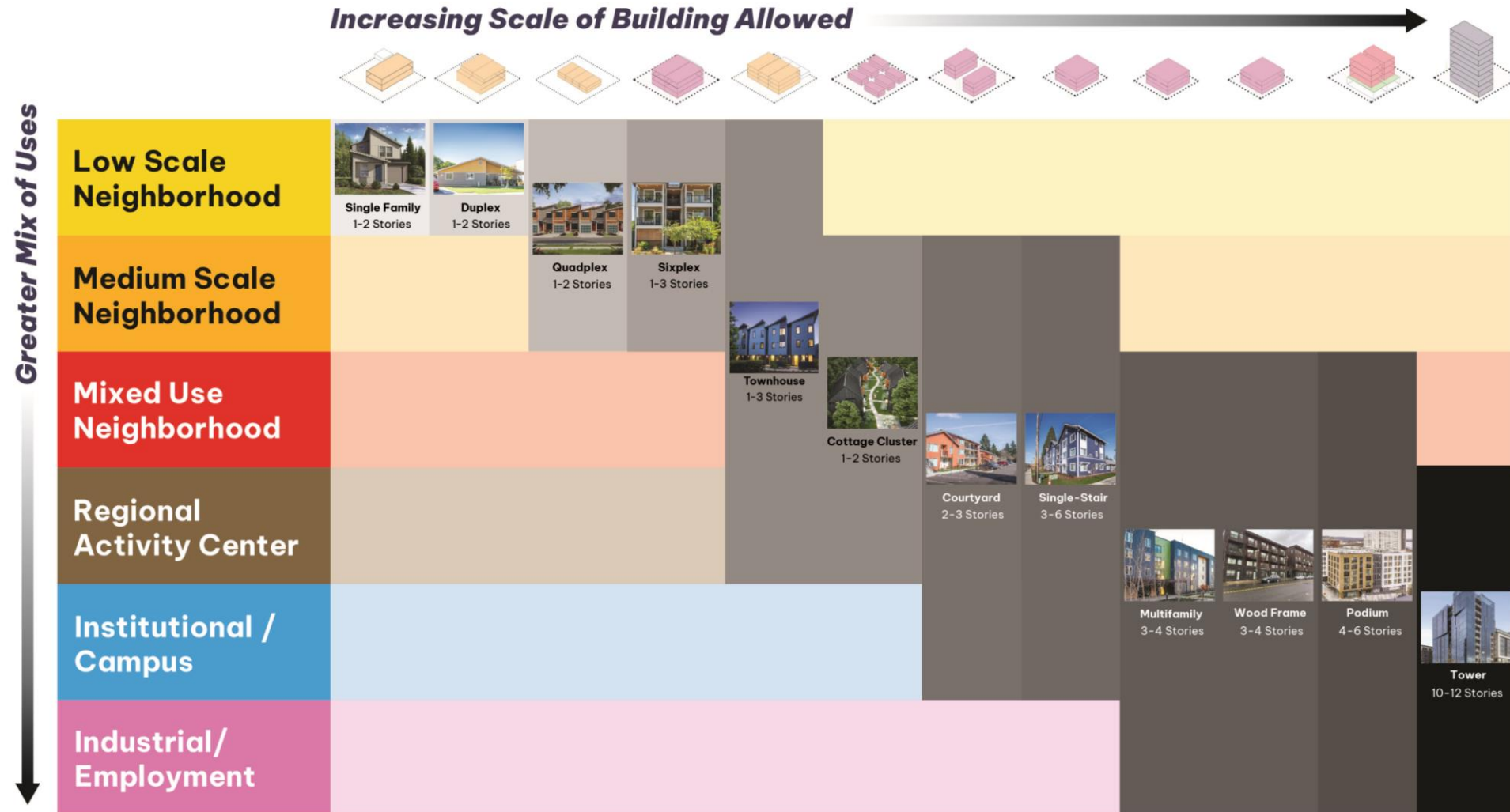


- 2 to 12 stories
- Large-scale, single-tenant industrial, warehouse, and flex space and smaller, multi-tenant buildings
- Housing types include courtyard apartments and multifamily and mid-rise buildings



- Lands dedicated to heavy industrial uses, including manufacturing and production
- Housing is not allowed

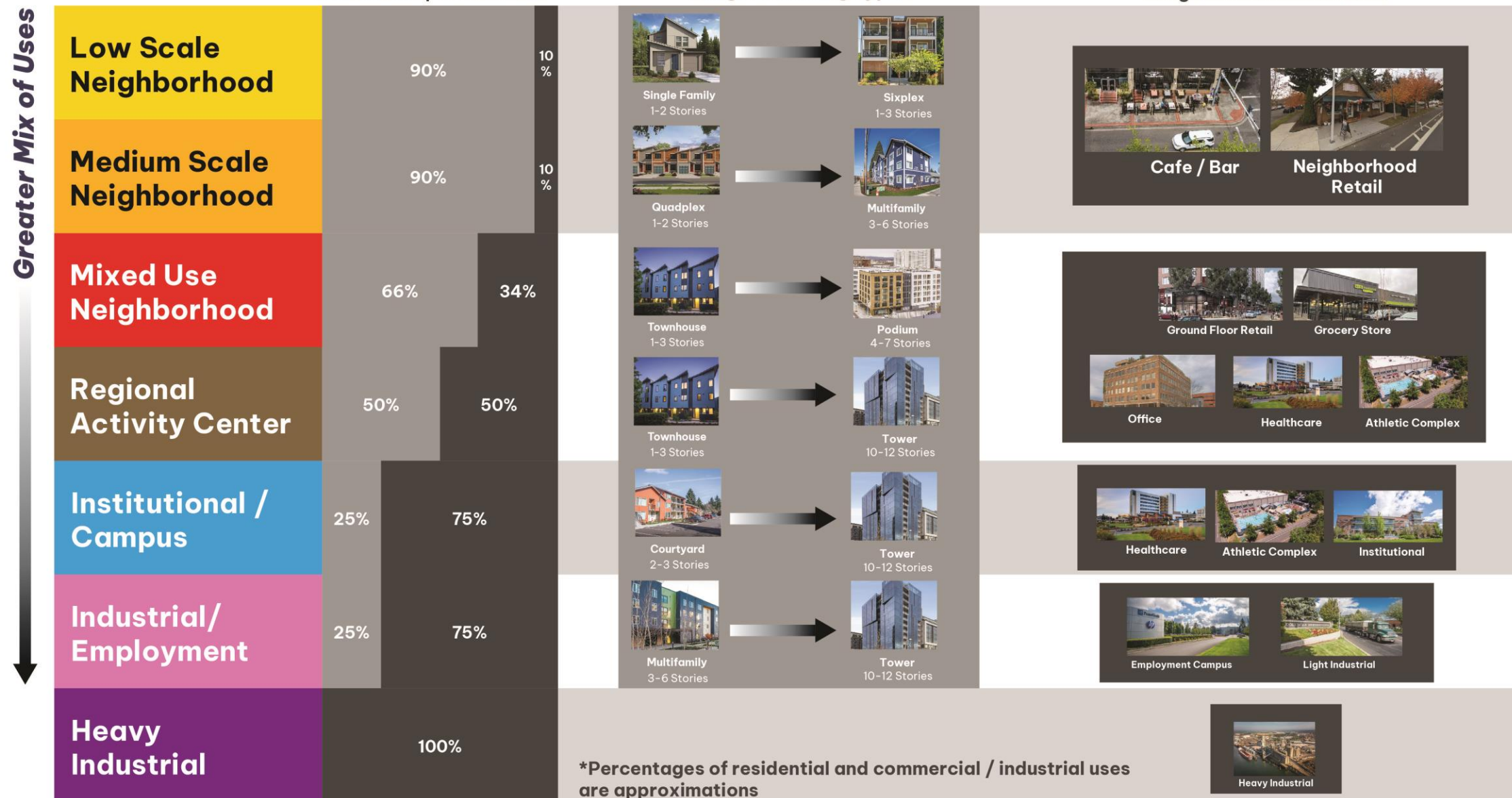
Mixed Use Place Types

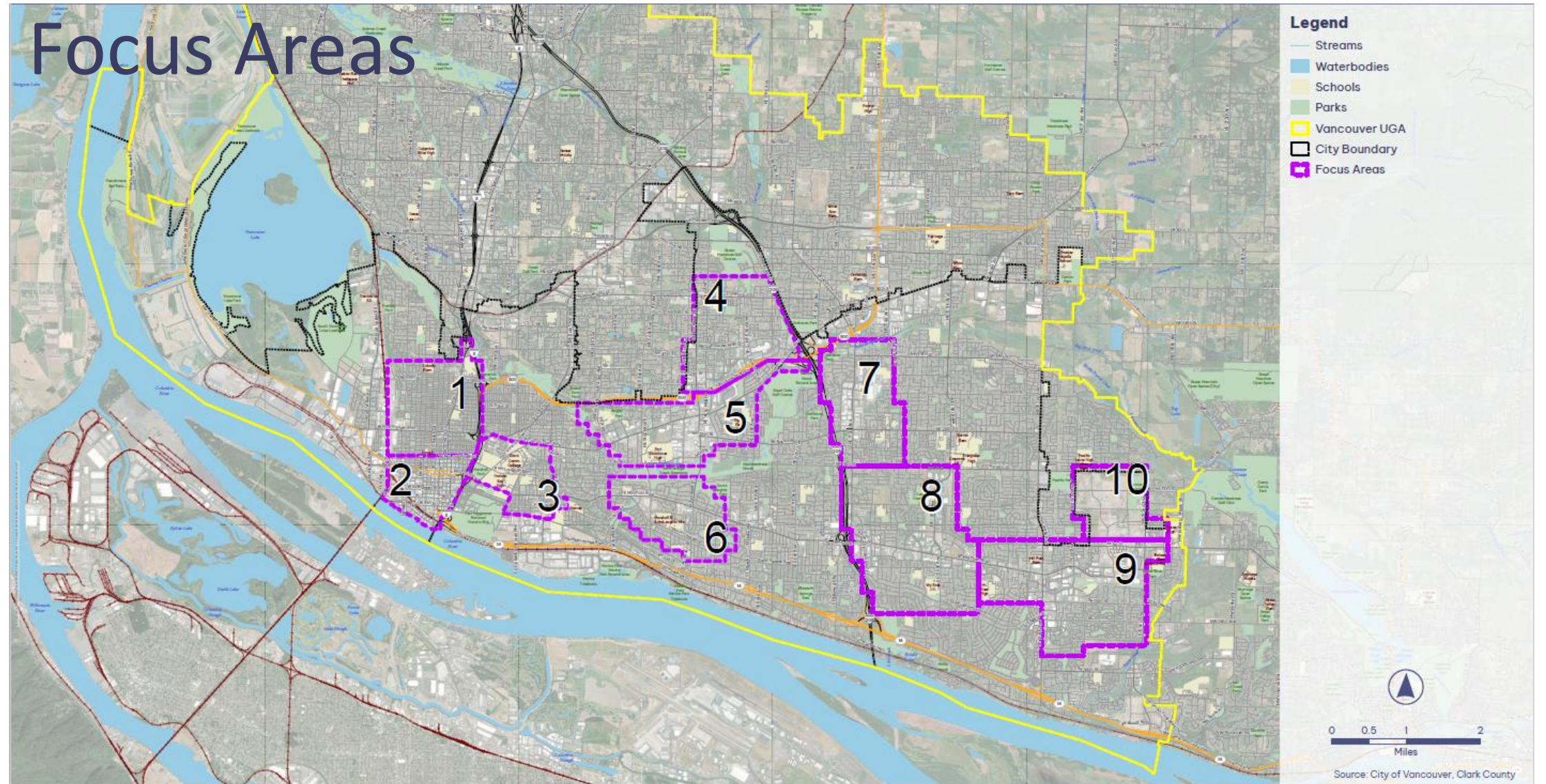


Residential | Comm & Ind*

Range of Housing Types

Range of Commercial Uses





Community Workshops

- Hosted community mapping workshops in April and May.
- Asked participants to identify locations within the focus areas that could support different “place types”.
- Community feedback included 37 maps that identified place types in focus areas throughout the City.

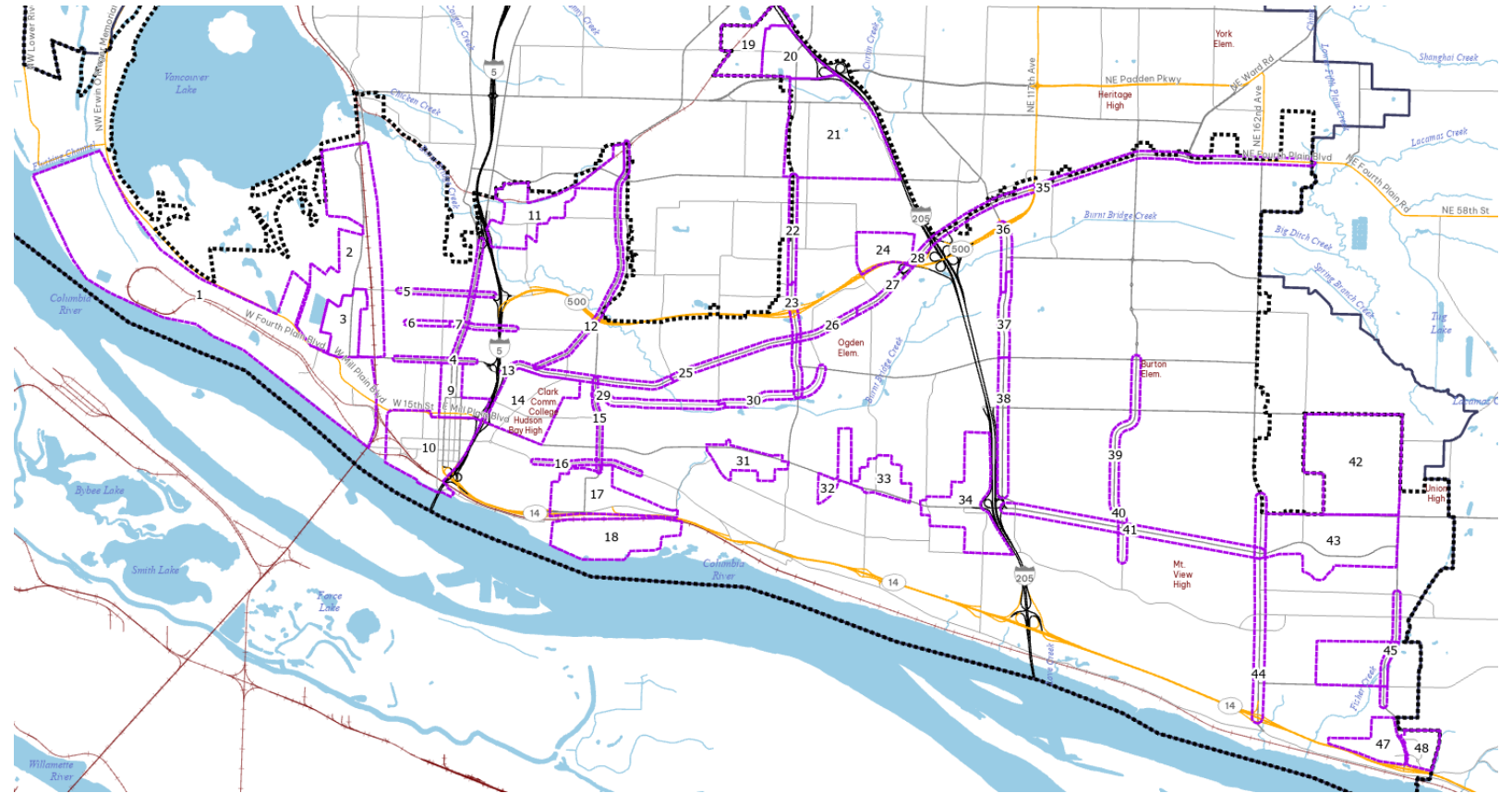


Feedback from Community Workshops

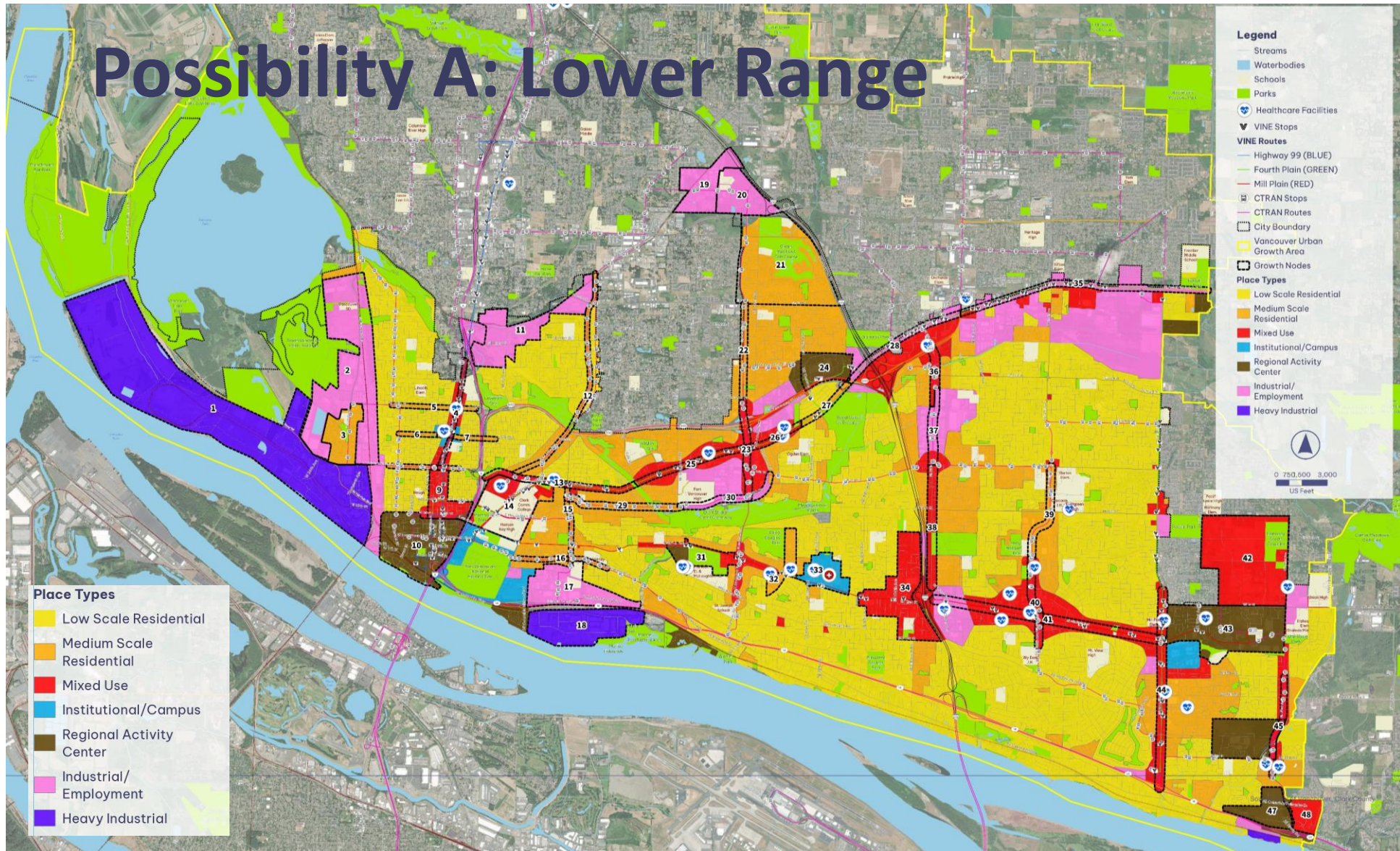
- Provide a variety of housing options- lots of interest in middle housing
- Locate more housing near parks and schools
- Focus growth near transit and major roadways, in areas that already have higher intensity uses + infrastructure
- Add more opportunities for economic activity / jobs
- Mix land uses to provide housing, employment, retail and services close to each other
- Include community resources – childcare, senior/community centers, parks, healthcare – near housing and transit
- Maintain low-scale neighborhoods throughout the City/ include buffers + transitions
- Change is hard- many comments about not wanting growth or change

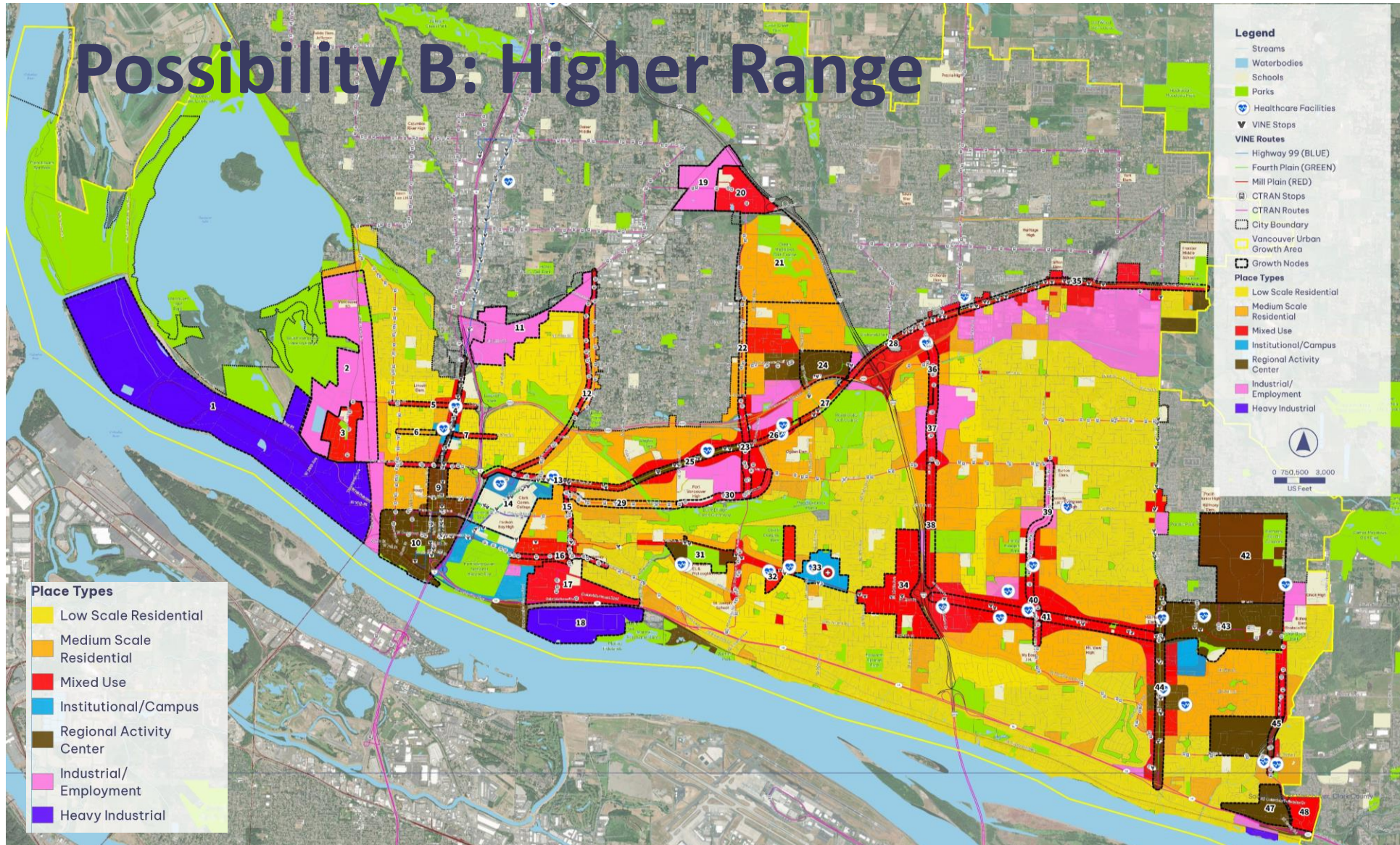
Growth Nodes

- More specific growth areas derived from focus areas
- Likely to see the most development over the next 20 years.
- Prepared two possibilities for each of the nodes and surrounding areas.
- Other, small clusters of neighborhood serving commercial are included.

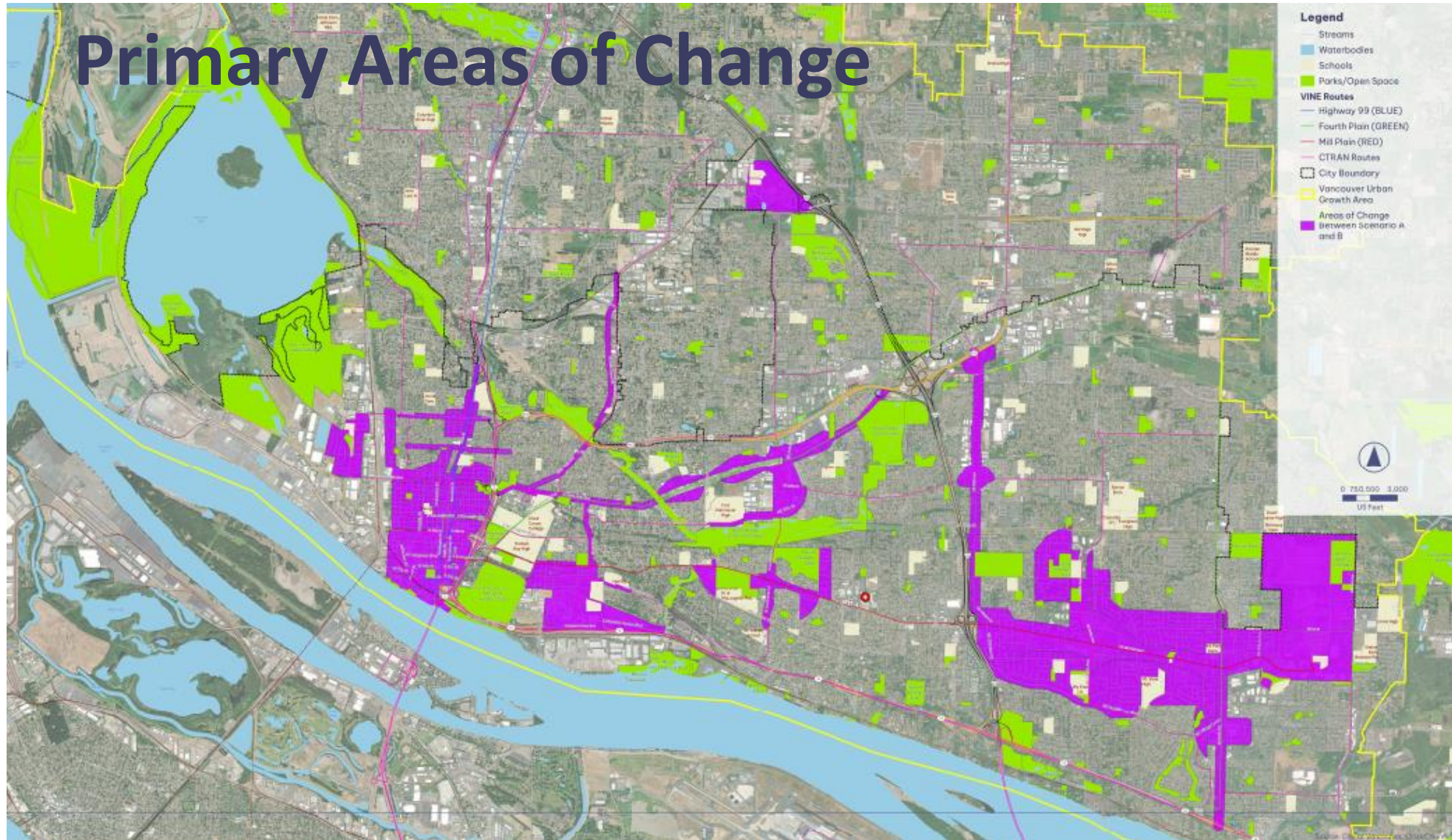


Possibility A: Lower Range





Primary Areas of Change



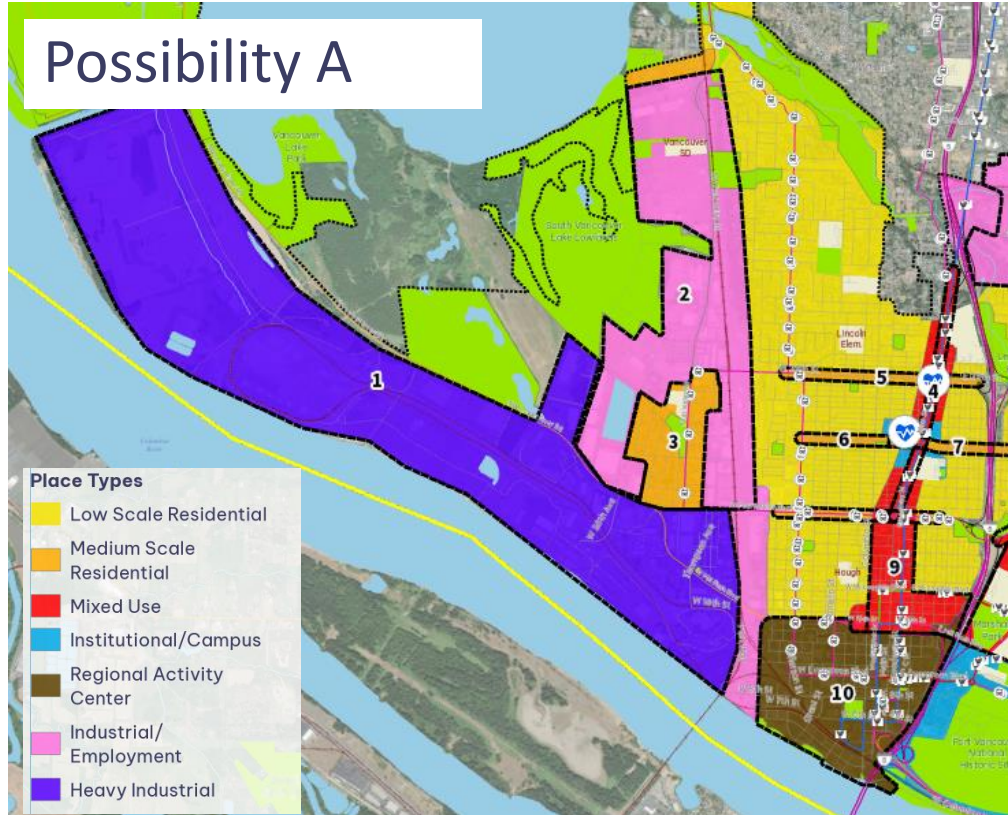
Percent of Land by Designation						
Place type	No Build Possibility		Possibility A		Possibility B	
	Growth Nodes & Adjacent Areas	Citywide	Growth Nodes & Adjacent Areas	Citywide	Growth Nodes & Adjacent Areas	Citywide
Low Scale Residential	34%	48%	25%	45%	15%	39%
Medium Scale Residential	15%	13%	22%	17%	27%	20%
Employment/Industrial	15%	13%	15%	12%	11%	10%
Mixed Use	13%	9%	18%	12%	19%	13%
Institutional/Campus	2%	3%	1%	2%	3%	3%
Regional Activity Center	10%	7%	7%	5%	14%	9%
Heavy Industrial	11%	7%	11%	7%	11%	7%

	Description	Housing	Jobs*
Possibility A- Lower Range	• Less growth overall • Most growth in nodes • Areas outside nodes similar to existing	• Less housing overall • Retains more low scale neighborhoods • Relies on more on middle housing infill	• More jobs in light industrial / lower intensity development • Retail focused along corridors / transit lines
Possibility B- Higher Range	• More growth overall • Higher intensity of development • More change in areas adjacent to nodes	• More housing overall + in more places • More medium scale neighborhoods	• More jobs in higher intensity development, likely greater job density • Increased retail along corridors + in neighborhoods

*Both possibilities maintain existing heavy industrial

West of I-5

Possibility A



- More Mixed Use along Main Street and Medium-Scale Neighborhood along east/west, adjacent neighborhoods low intensity



Mixed Use



Low-Scale



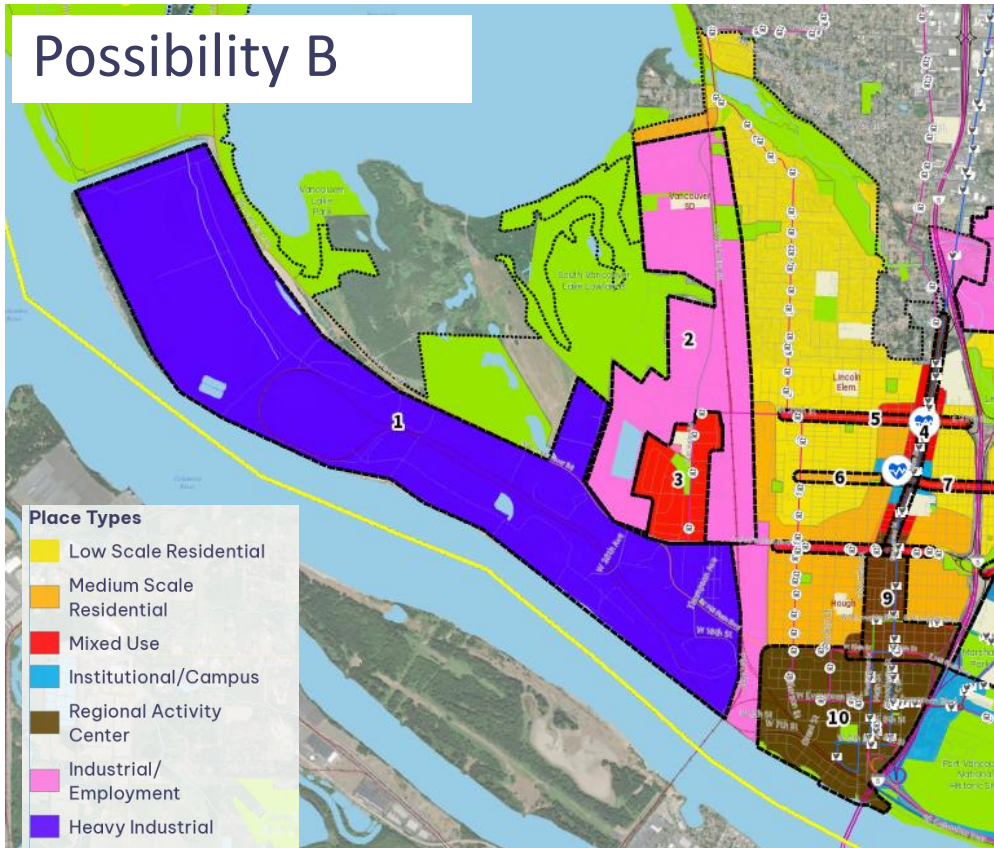
Medium-Scale



Employment

West of I-5

Possibility B



- More Regional Activity along Main Street, Mixed Use along east/west corridors, more medium intensity adjacent to nodes.



Regional Activity

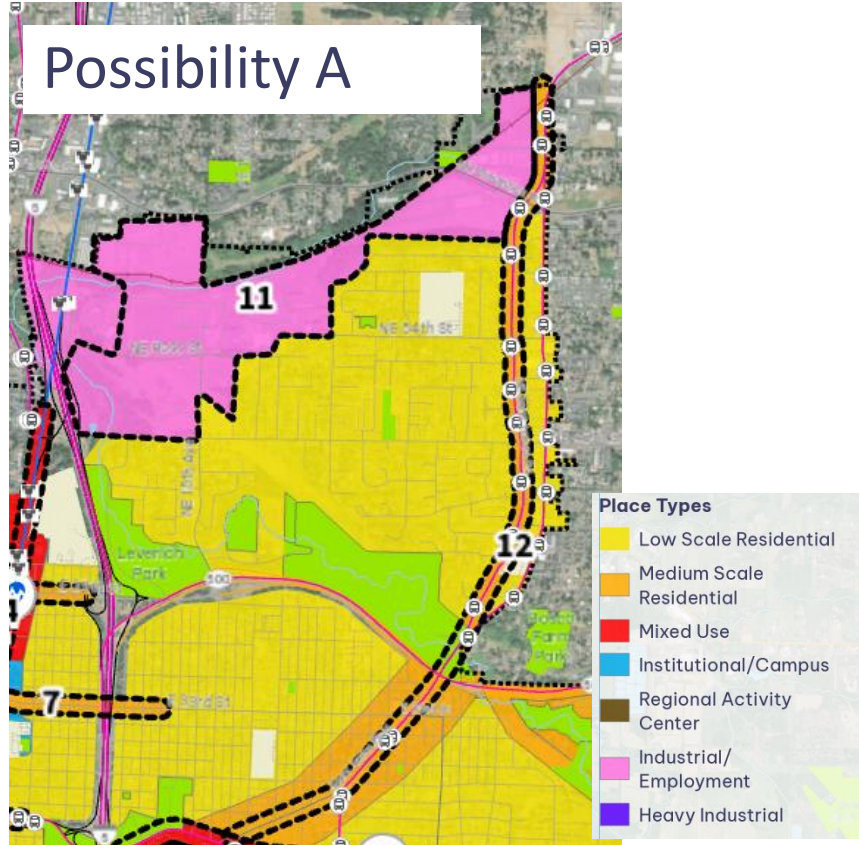


Medium-Scale



Employment

Minnehaha / St. Johns/St. James



- Medium-Scale Neighborhood along St. James, land uses transition to Low-Scale neighborhoods.



Medium-Scale

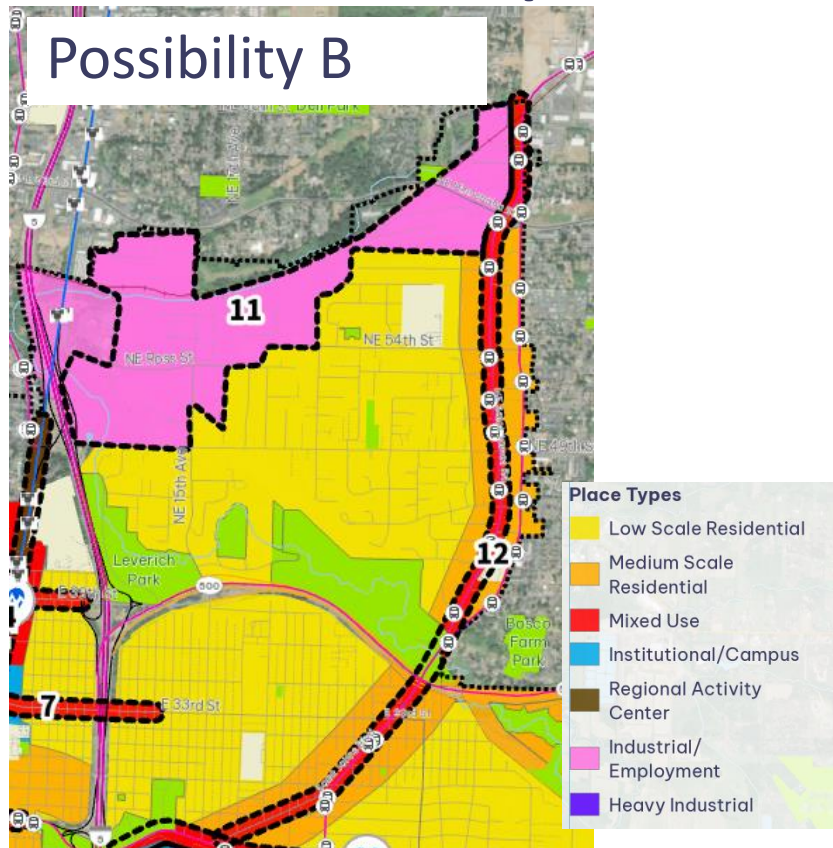


Low-Scale

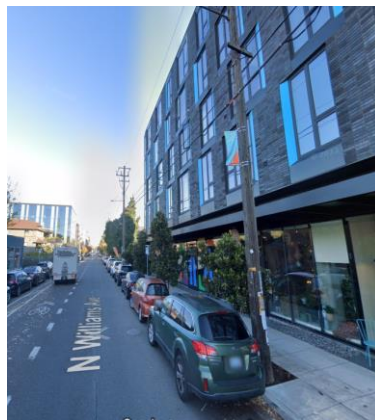


Employment

Minnehaha / St. Johns/St. James



- Mixed-Use along St. James, transitioning to Medium-Scale, then Low-Scale Neighborhoods



Mixed Use



Medium-Scale

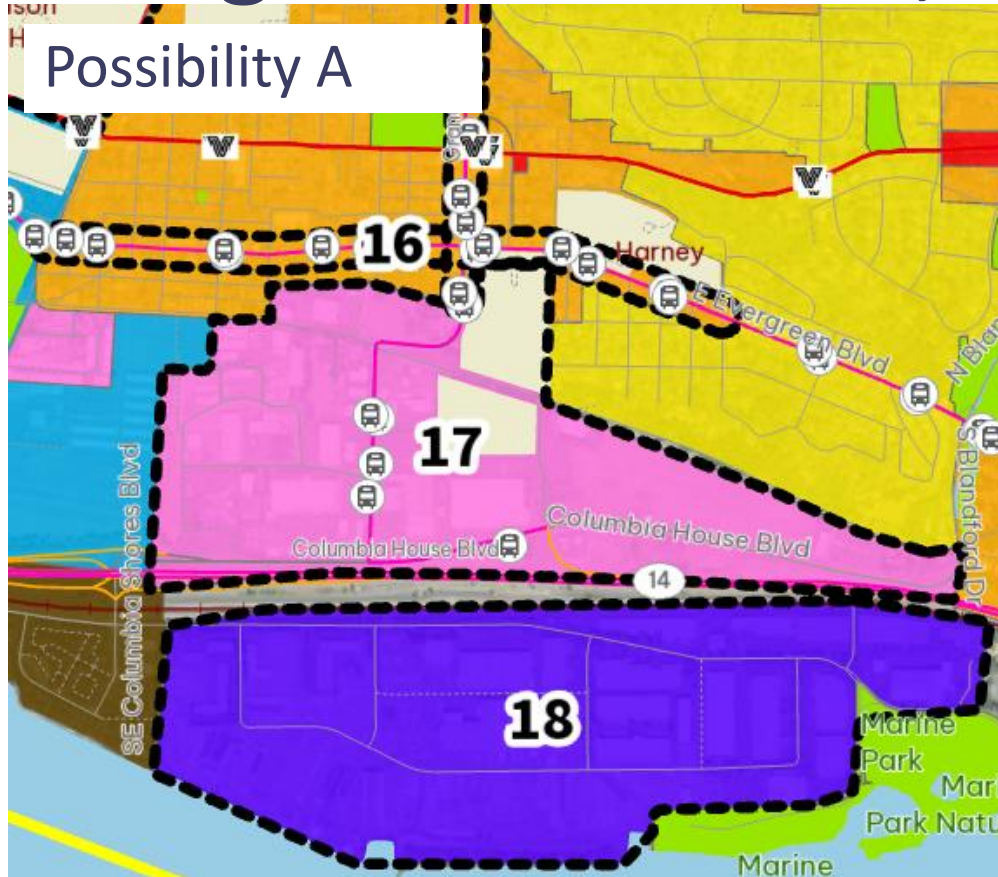


Low-Scale



Employment

Evergreen & Grand, Lower Grand



- More Medium-Scale Neighborhood along Evergreen and adjacent neighborhoods than Possibility B
- Employment designation for Lower Grand Employment Area



Low-Scale



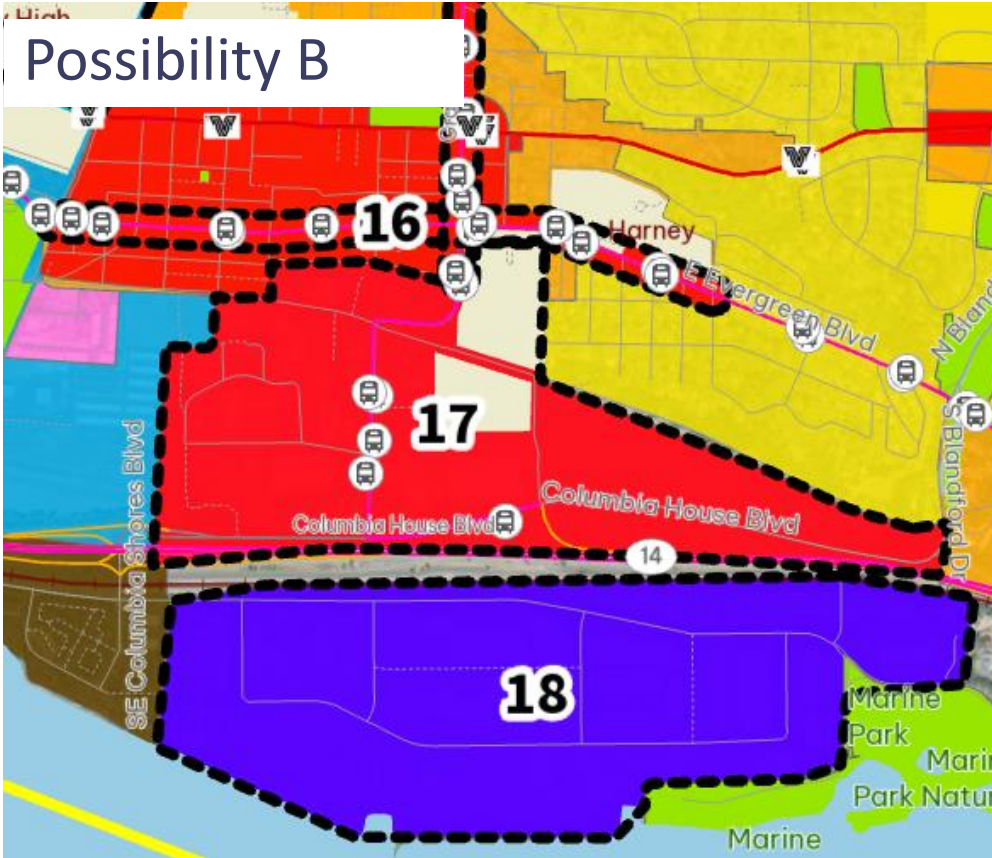
Medium-Scale



Employment

Evergreen & Grand, Lower Grand

Possibility B



Place Types	
Yellow	Low Scale Residential
Orange	Medium Scale Residential
Red	Mixed Use
Light Blue	Institutional/Campus
Brown	Regional Activity Center
Pink	Industrial/Employment
Dark Blue	Heavy Industrial

- More Mixed Use along Evergreen and adjacent neighborhoods than Possibility A
- Mixed Use designation for Lower Grand Employment Area

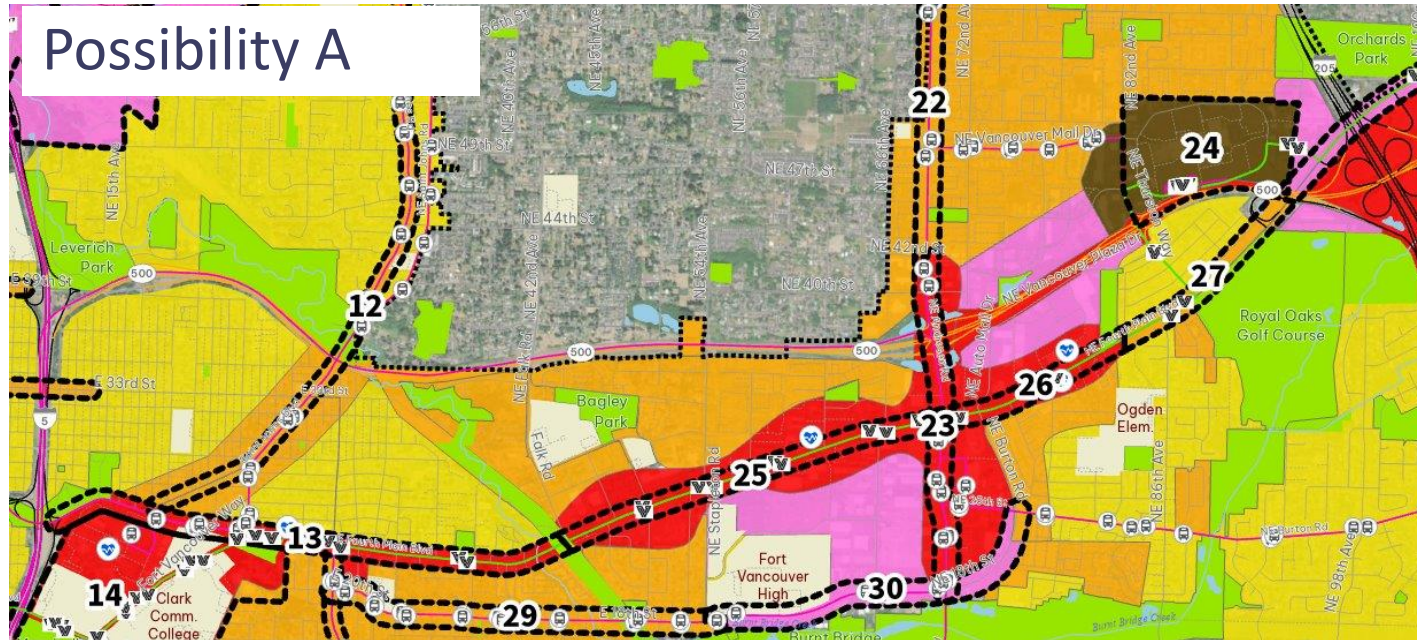


Mixed Use



Low-Scale

Fourth Plain Corridor (I-5 to I-205)



- More Mixed Use along Fourth Plain
- Employment and Medium-Scale near Fourth Plain and I-205 intersection.

Place Types	
■	Low Scale Residential
■	Medium Scale Residential
■	Mixed Use
■	Institutional/Campus
■	Regional Activity Center
■	Industrial/Employment
■	Heavy Industrial



Medium-Scale



Employment



Mixed Use

Possibility B

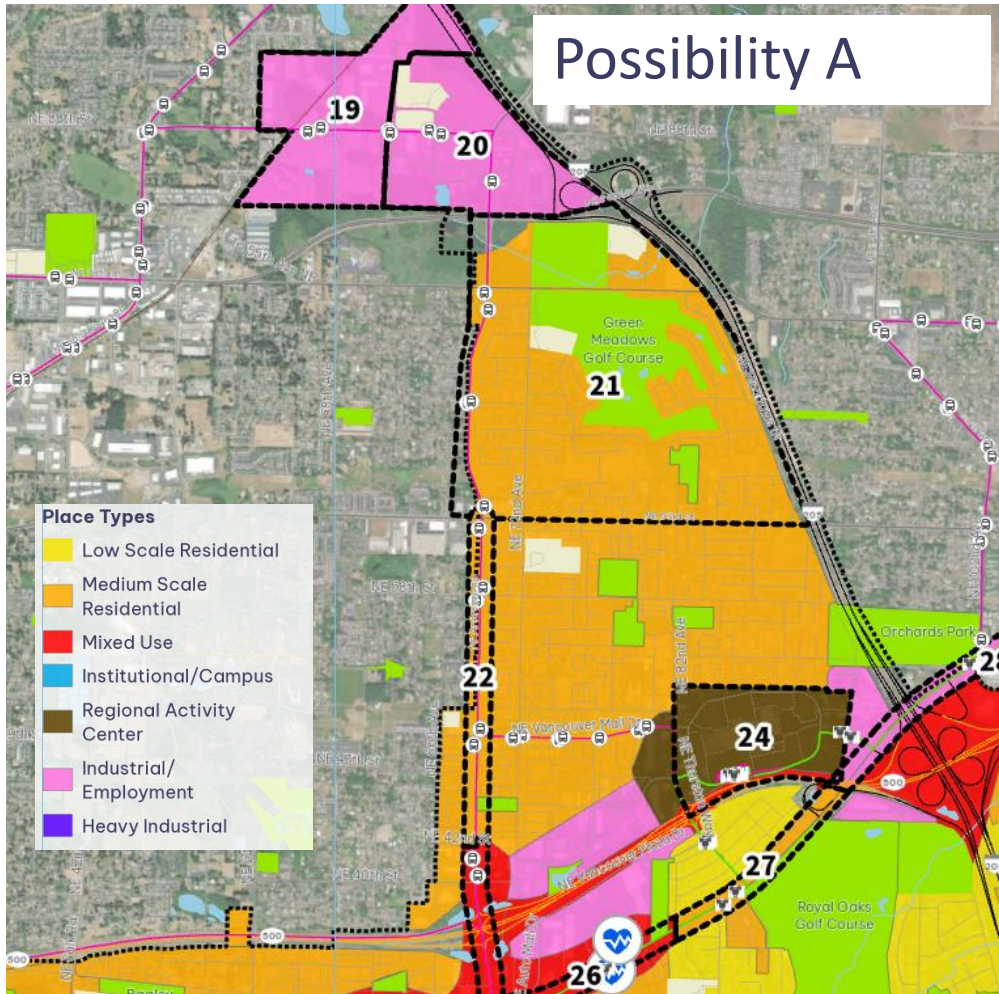
- ### Place Types
- Low Scale Residential
 - Medium Scale Residential
 - Mixed Use
 - Institutional/Campus
 - Regional Activity Center
 - Industrial/Employment
 - Heavy Industrial



A photograph of a modern, multi-story apartment building. The building features a mix of grey, white, and orange-brown exterior panels. It has multiple balconies with glass railings and large windows. The building is set in a landscaped area with green trees and shrubs. A paved road is in the foreground, and a few cars are parked or driving. The sky is blue with some light clouds.

27

Van Mall/ Van Mall North



- More Employment north of NE Padden Pkwy than Possibility B.
- More Medium Scale Neighborhood around Van Mall
- Regional Activity at Van Mall



Medium-Scale

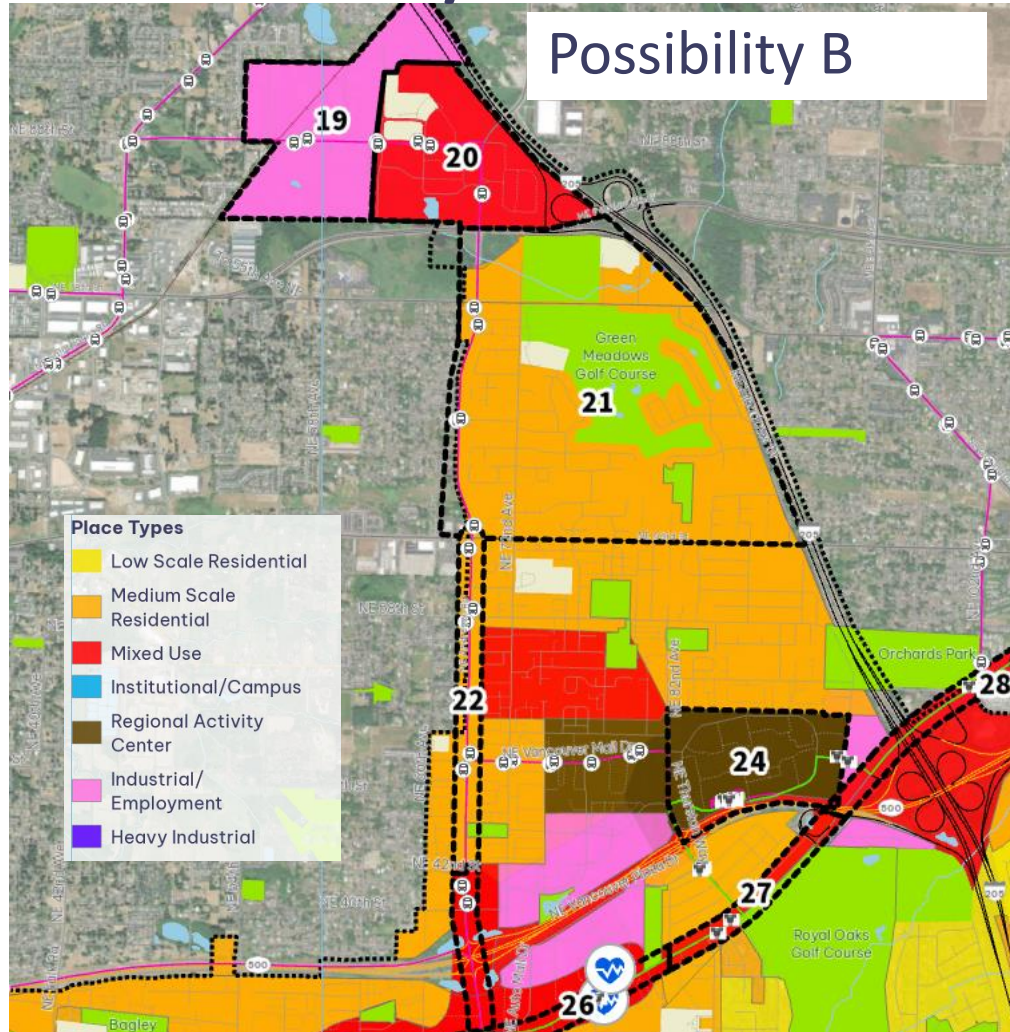


Regional Activity



Employment

Van Mall/ Van Mall North



- More Mixed Use north of NE Padden Pkwy than Possibility A
- More Mixed Use, Employment and Regional Activity Center around Van Mall



Medium-Scale



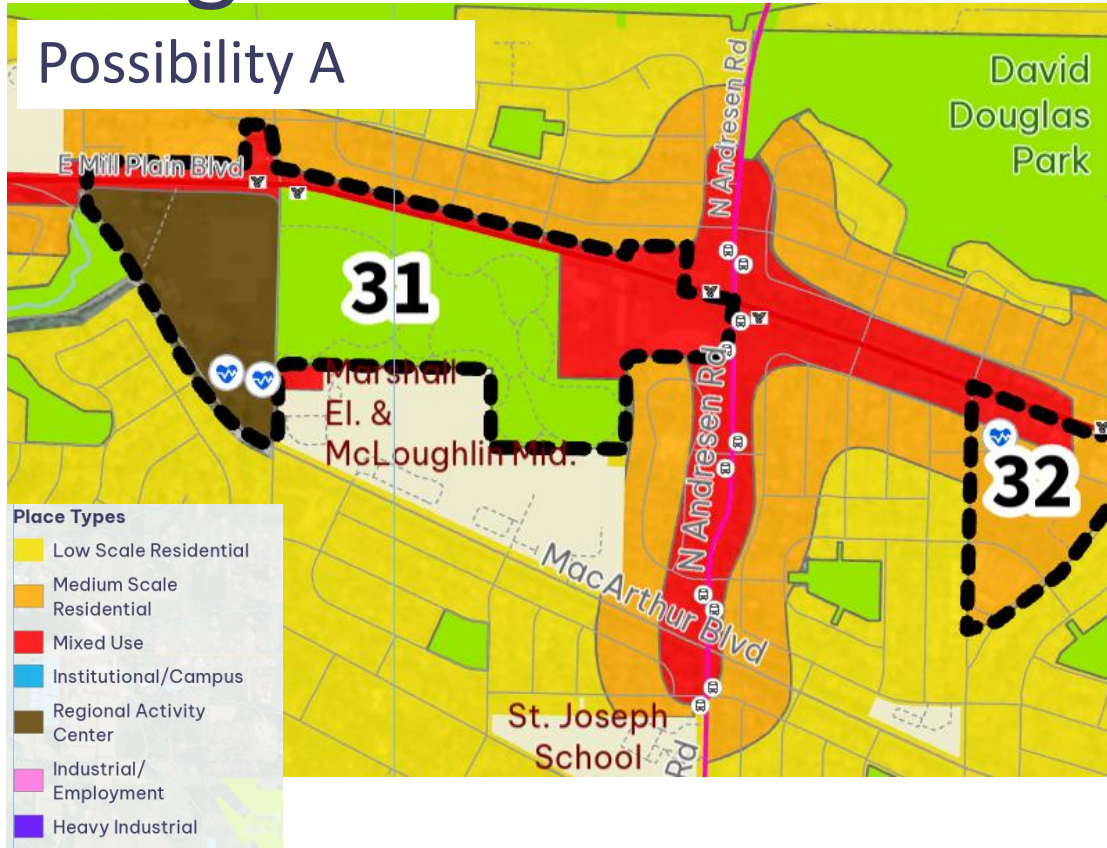
Mixed Use



Regional Activity

Heights

Possibility A



- More Mixed Use around Mill Plain and Andresen than Possibility B.



Regional Activity



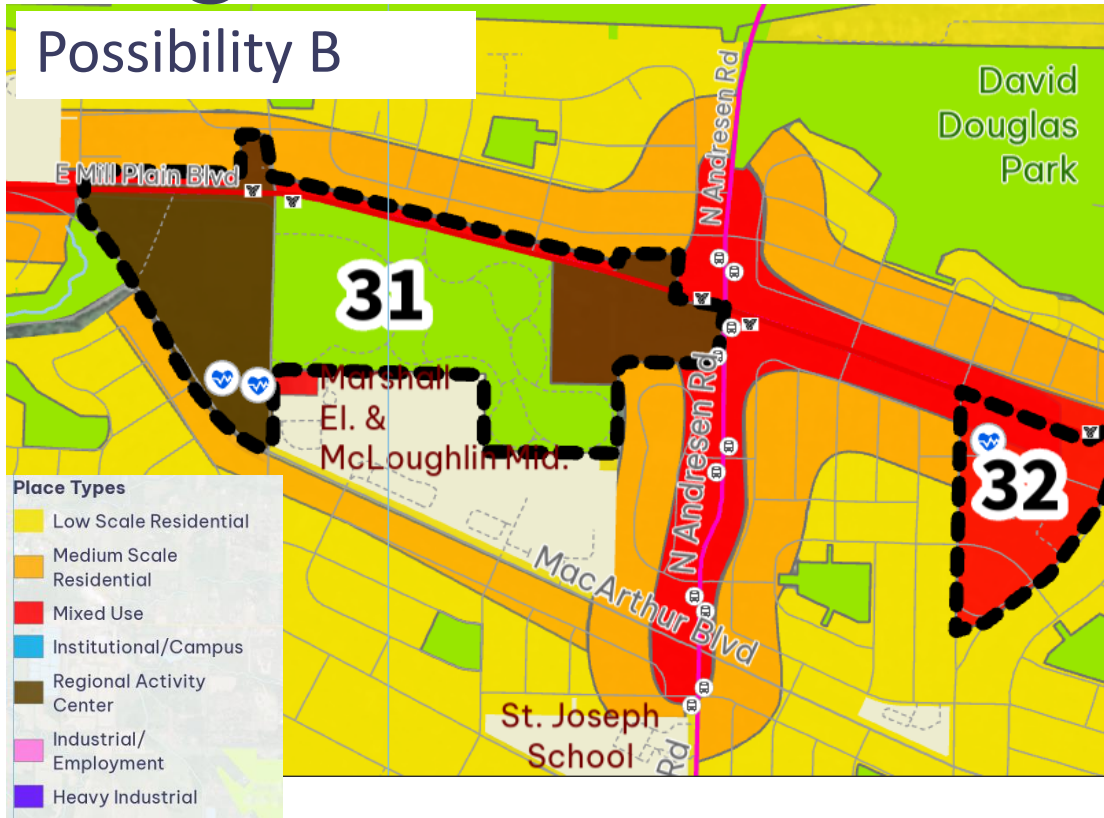
Medium-Scale



Mixed Use

Heights

Possibility B



- More Regional Activity Center around Mill Plain and Andresen than Possibility B.



Regional Activity



Mixed Use



Medium-Scale

112th Corridor



Possibility A

- Employment designation north of NE 28th/Burton Rd. along 112th.
- Mixed Use along remaining portions of 112th transitioning to Medium Scale neighborhoods.



Mixed Use

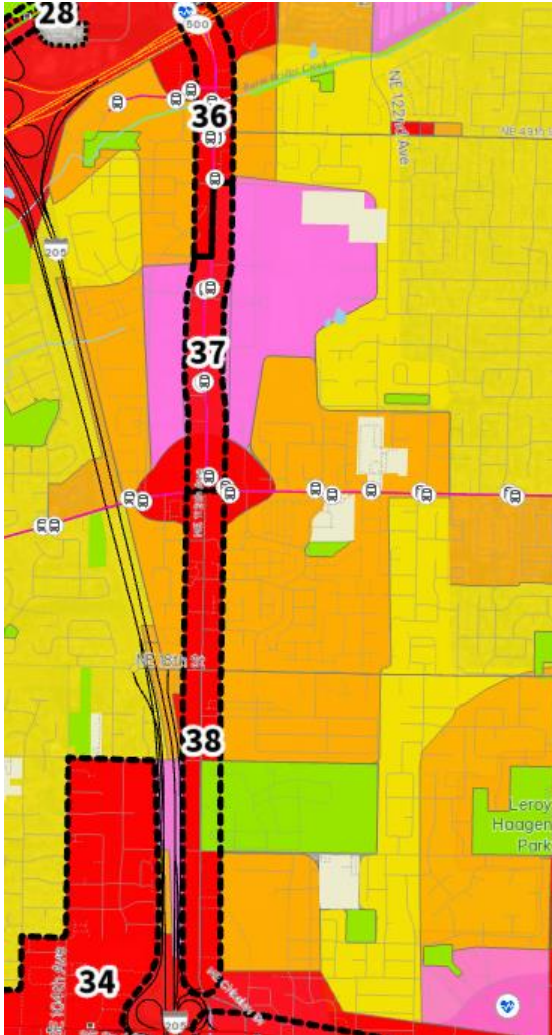


Medium-Scale



Employment

112th Corridor



Possibility B

- Mixed Use entirely along the extent of 112th corridor from SR 500 to Mill Plain.
- Designations transition to Medium Scale neighborhoods on either side of 112th.



Mixed Use



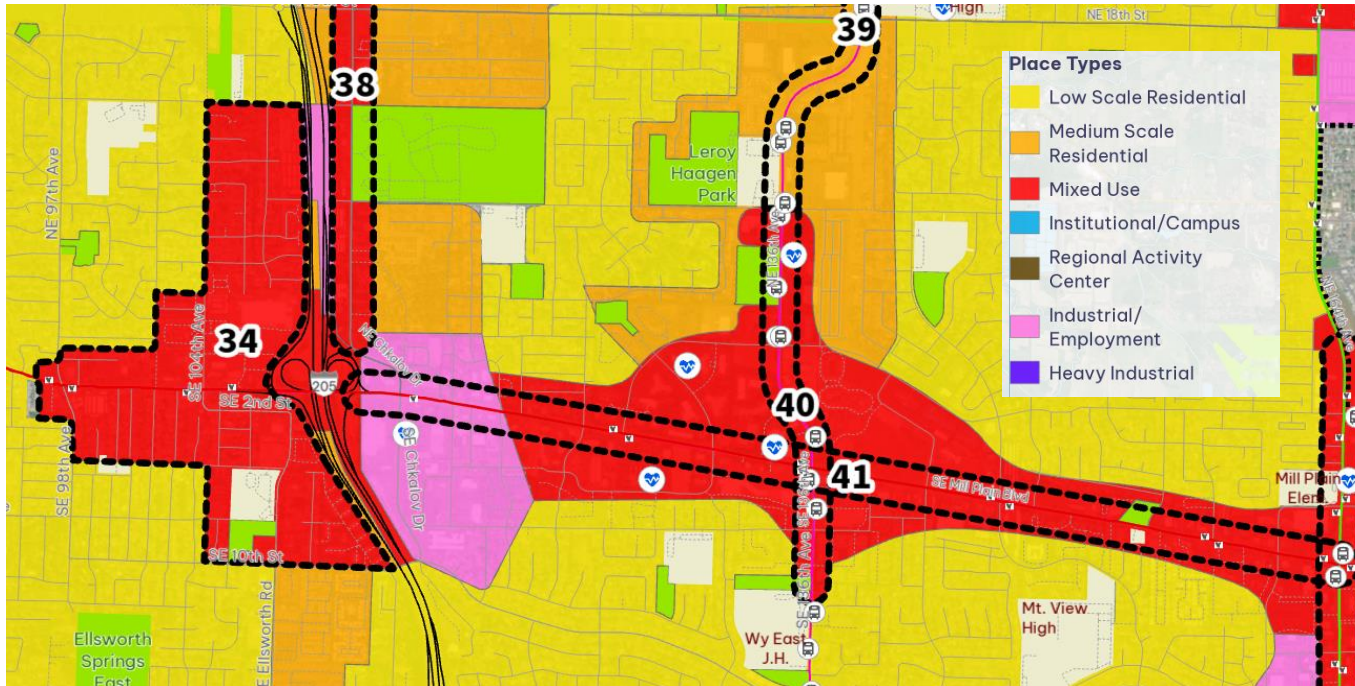
Employment



Medium-Scale

Mill Plain and I-205

Possibility A



- More Industrial/Employment along Mill Plain near NE Chkalov Dr than Possibility B.
- Mixed Use designation located at 164th and Mill Plain.



Mixed Use



Employment

Possibility B

The map displays the SE 20th St Corridor with various land use designations and place types. The corridor is highlighted in red, indicating a Mixed Use designation. Surrounding areas are color-coded: yellow for Low Scale Residential, orange for Medium Scale Residential, green for Institutional/Campus, brown for Regional Activity Center, pink for Industrial/Employment, and purple for Heavy Industrial. Key landmarks include Leroy Haagen Park, Ellsworth Springs East, and Mt. View High. The map also shows major roads like NE 97th Ave, SE 104th Ave, SE 2nd St, SE 10th St, SE 18th St, SE 20th St, SE 22nd St, SE 24th St, SE 26th St, SE 28th St, SE 30th St, SE 32nd St, SE 34th St, SE 36th St, SE 38th St, SE 40th St, SE 42nd St, SE 44th St, SE 46th St, SE 48th St, SE 50th St, SE 52nd St, SE 54th St, SE 56th St, SE 58th St, SE 60th St, SE 62nd St, SE 64th St, SE 66th St, SE 68th St, SE 70th St, SE 72nd St, SE 74th St, SE 76th St, SE 78th St, SE 80th St, SE 82nd St, SE 84th St, SE 86th St, SE 88th St, SE 90th St, SE 92nd St, SE 94th St, SE 96th St, SE 98th St, SE 100th St, SE 102nd St, SE 104th St, SE 106th St, SE 108th St, SE 110th St, SE 112th St, SE 114th St, SE 116th St, SE 118th St, SE 120th St, SE 122nd St, SE 124th St, SE 126th St, SE 128th St, SE 130th St, SE 132nd St, SE 134th St, SE 136th St, SE 138th St, SE 140th St, SE 142nd St, SE 144th St, SE 146th St, SE 148th St, SE 150th St, SE 152nd St, SE 154th St, SE 156th St, SE 158th St, SE 160th St, SE 162nd St, SE 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-

A photograph of a modern, multi-story apartment building. The building features a mix of grey, white, and orange-brown exterior panels. It has multiple balconies with glass railings and large windows. The building is set in a landscaped area with green trees and shrubs. A paved road is in the foreground, and a few cars are parked or driving. The sky is blue with some light clouds.

35

164th Avenue



Possibility A

- More Mixed Use along 164th than Possibility B.
- Transition to Medium-Scale adjacent to corridor
- Institutional/Campus at Columbia Tech Center



Regional Activity



Mixed Use



Institutional/Campus

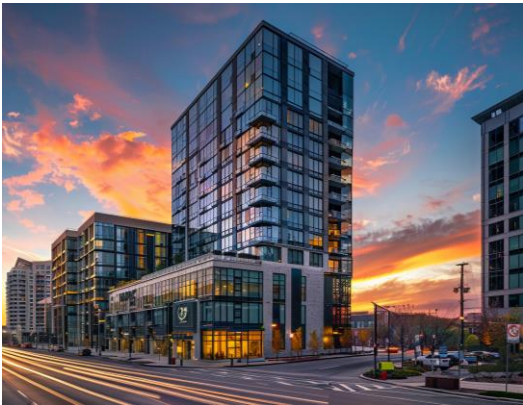


Medium-Scale

164th Avenue

Possibility B

- More Regional Activity Center along 164th than Possibility A.
- Regional Activity Center transitions to Mixed Use then transitions to Medium- Scale neighborhood.
- Institutional Campus and Mixed Use at Columbia Tech Center.
- Regional Activity Center node at SE 20th St.



Regional Activity

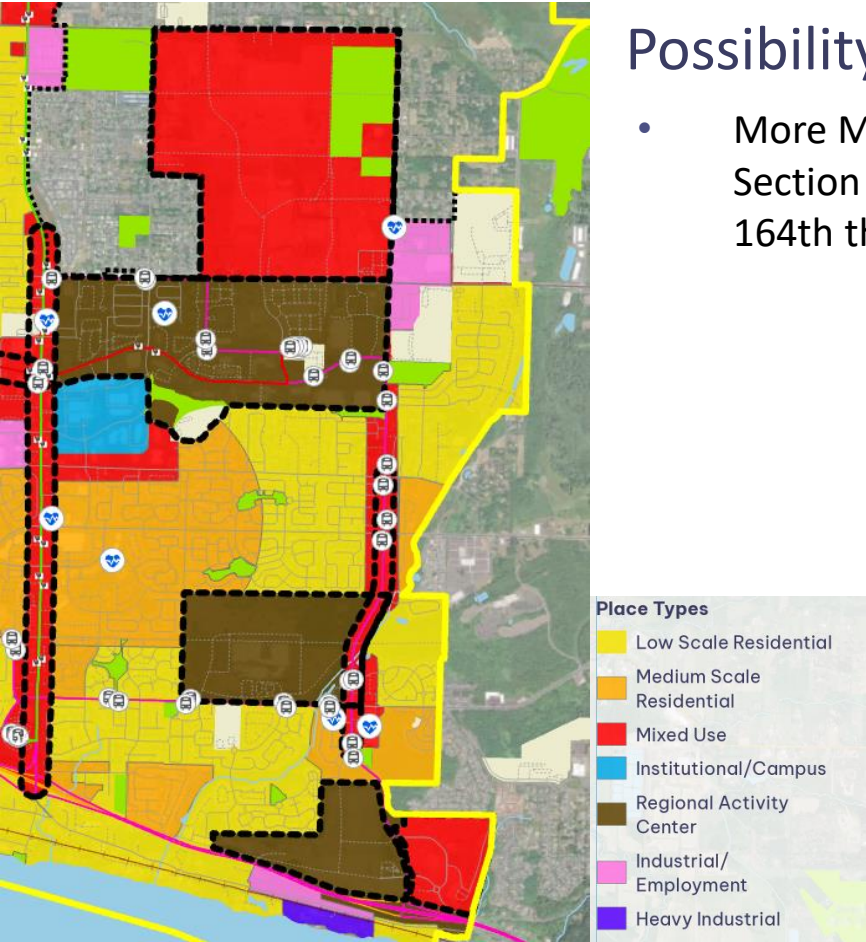


Institutional/Campus



Medium-Scale

192nd Ave, Section 30, CTC, Riverview Gateway



Possibility A

- More Mixed Use at Section 30 and along 164th than Possibility B.



Regional Activity



Medium-Scale

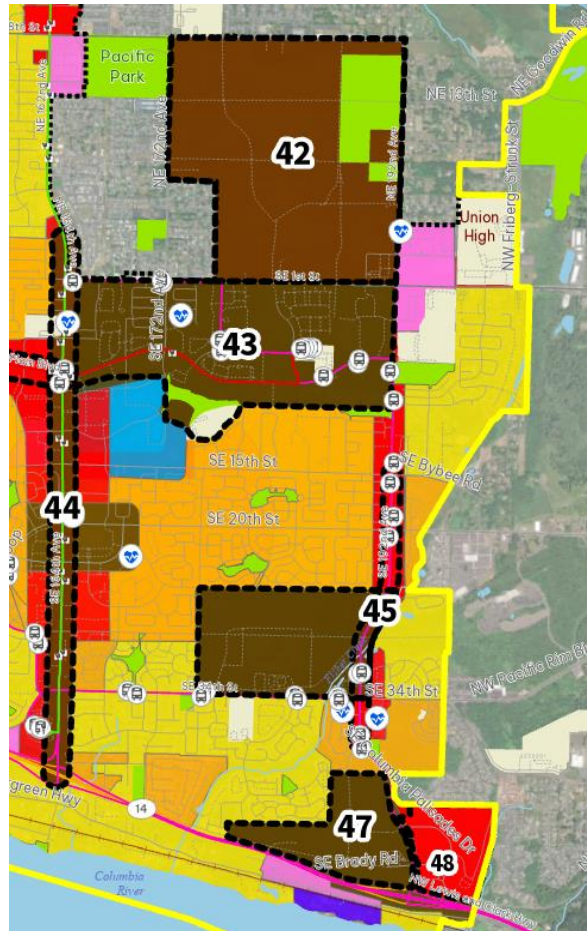


Mixed Use



Low-Scale

192nd Ave, Section 30, CTC, Riverview Gateway



Possibility B

- More Regional Activity Center at Section 30 and along 164th than Possibility A.

Place Types

- Low Scale Residential
- Medium Scale Residential
- Mixed Use
- Institutional/Campus
- Regional Activity Center
- Industrial/Employment
- Heavy Industrial



Regional Activity



Mixed Use

Planning Commission Feedback

- General concern that heavy reliance on infill in low-scale neighborhoods won't produce needed housing quickly enough.
- Increase scale in and *around* nodes/corridors.
- Increase amount of higher intensity place types across City.
- Need to analyze most or all low-scale neighborhoods as medium scale in the higher range possibility.
- Increase scale near green spaces- these are huge assets that should be leveraged.
- Medium scale- 3+ stories- appropriate for large swaths of the city.

Community Working Group Feedback (to date)

- Desire for variety of economically accessible housing options- code needs to be structured for feasibility.
- Make middle and multifamily housing homeownership possible across range of incomes, address barriers to condominiums.
- Eliminate parking minimums- the market will build what is demanded on its own.
- Minimum of medium scale neighborhood place type along all BRT lines.
- More medium scale housing adjacent to nodes.
- Maximize housing and services/amenities on transit corridors.
- Support for transition/buffer between low scale neighborhood and mixed use neighborhood/regional activity centers.

Next Steps

- Update possibilities based on Council, PC, stakeholder feedback to reflect the full range of potential alternatives that should be analyzed in the environmental process.
- Finalize the possibilities and prepare an environmental impact statement (EIS).
- Engage with a variety of community members to share possibilities being analyzed and prepare them to participate in the environmental process / inform selection of preferred possibility.
- Identify a preferred possibility based on the EIS analysis and community feedback.

Until next time!



Discussion & Feedback

- Do the possibilities represent the full range of options the Council would like analyzed through the environmental review process?
- Are there other options that should be included in one or both possibilities?
 - ➔ Areas that are relatively low intensity that should be higher?
 - ➔ Areas of higher intensity that should be lower?



DATE: September 16, 2024

TO: City Council
CC: Eric Holmes, City Manager

FROM: Rebecca Kennedy, Deputy Director; CDD
Domenique Martinelli, Senior Long-Range Planner, CDD

RE: **OUR VANCOUVER – Land Use Possibilities**

Intent

Provide City Council with an update on the following:

- Draft land use possibilities proposed for analysis through environmental review process, including refined growth nodes.
- Land Use Possibility development process, including community engagement.
- Next steps, including finalizing the possibilities for inclusion in the Draft Environmental Impact Statement (DEIS) analysis, ongoing stakeholder engagement, and selecting a preferred possibility.

Background:

The City of Vancouver's Comprehensive Plan provides the overall long-term vision and policy direction to manage the built and natural environment in Vancouver and provide necessary public facilities to achieve that vision. The City adopted its first comprehensive plan under Washington's Growth Management Act in 1994 (Chapter 36.70A RCW), with a major re-write occurring in 2004, and a less substantive update occurring most recently in 2011. The existing Comprehensive Plan builds its policy approach off of a Centers and Corridors strategy, which designates key areas where the City will grow and develop in the future, and an anticipated timeframe for these areas to develop on a short, medium and long term basis. The Centers and Corridors identified in this approach determine where the City undertakes more detailed subarea and district level planning.

As demographic changes, market conditions, council priorities and other factors have shifted since 2011, it's necessary to re-imagine the existing growth strategy as part of the next Comprehensive Plan. The project team is in the process of developing three distinct growth strategies (called land use possibilities) that respond to current needs and reflect the overall plan vision that was established for **OUR VANCOUVER** during the first phase of the project. The Council-endorsed community vision statement reads as follows:

"Vancouver is an equitable and prosperous community, which ensures that all residents, businesses and organizations benefit from the growth and advancement we make together. Vancouver will be

recognized for our quality of life, as evidenced by affordable housing in vibrant, safe and walkable neighborhoods, access to jobs and economic opportunity for all, and resilience to the impacts of climate change.”

Process for Developing Land Use Possibilities

Focus Areas and Place Types

To identify areas suitable for development over the next 20 years, the project team developed a model that analyzed existing and future potential conditions across the City. This included baseline conditions like existing infrastructure and patterns of development; presence of critical and environmentally sensitive areas; locations of parks, open space, schools; existing transit service; employment centers with high job densities; and current travel patterns and trip types. It also included likely future conditions, including planned future transit and other infrastructure investments, adopted subarea and master plans, and areas where current travel patterns suggest potential for converting to low-or-no-emissions trips. This analysis produced a set of ten broad focus areas most suitable to absorb the majority of future citywide growth (see Figure 1 below).

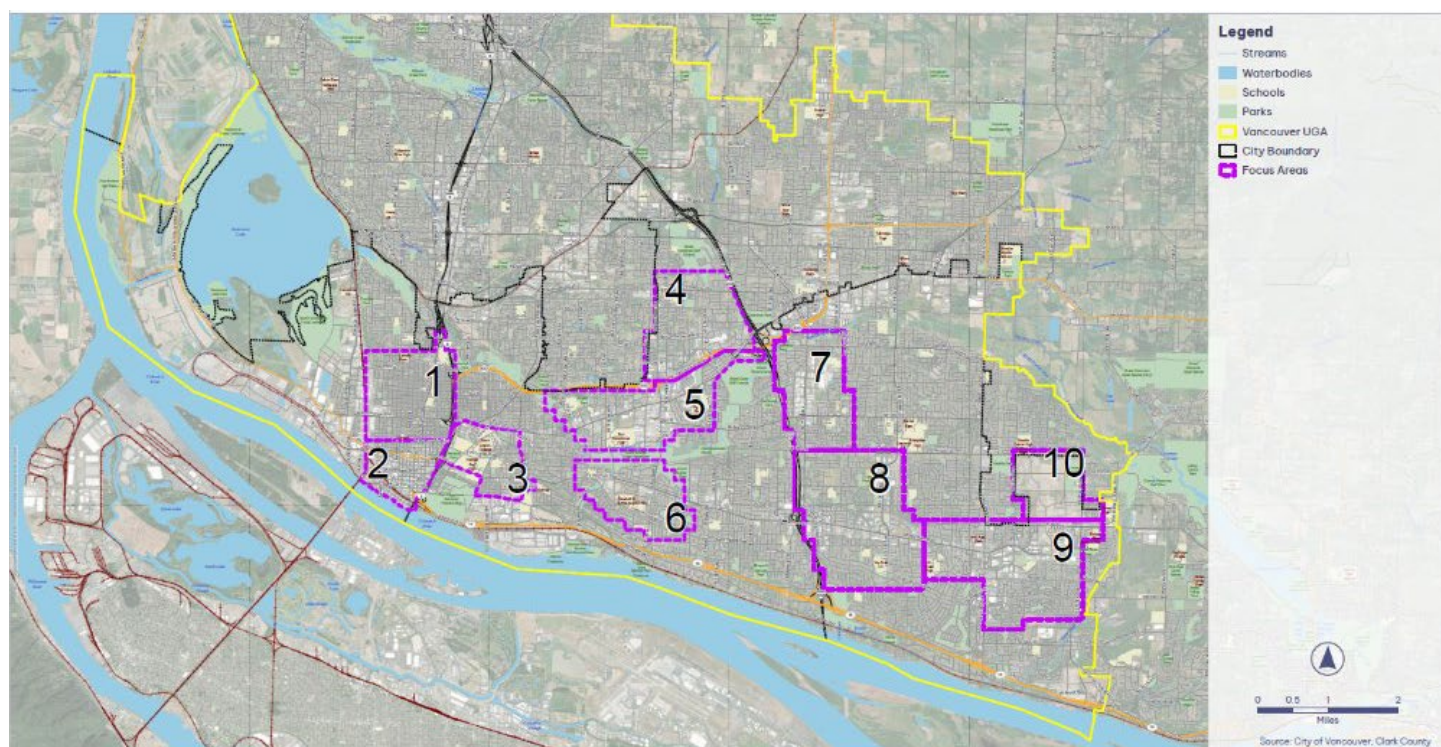


Figure 1: Focus Areas identified for future growth

Along with identifying focus areas, the project team also developed a set of ‘place types’ intended to reflect the general scale of development envisioned for each type as well as a range of allowed uses. These place types are intended to align with existing Council policy direction related to climate action

and emissions reduction, housing production and affordability, and connected and accessible neighborhoods, as well as the focus areas and strategic outcomes identified in the 2023-2029 Strategic Plan and other recently adopted policy direction from the Transportation System Plan and Parks and Recreation Essential Places Plan, among others. They are also designed to comply with recent state law related to middle housing, accommodating a range of housing needs in different income bands, and addressing racially disparate impacts. In all, seven place types were developed to provide a range of options for both development intensity and mix of allowed uses that will be applied across the city (see Figure 2 below for summary of place types).

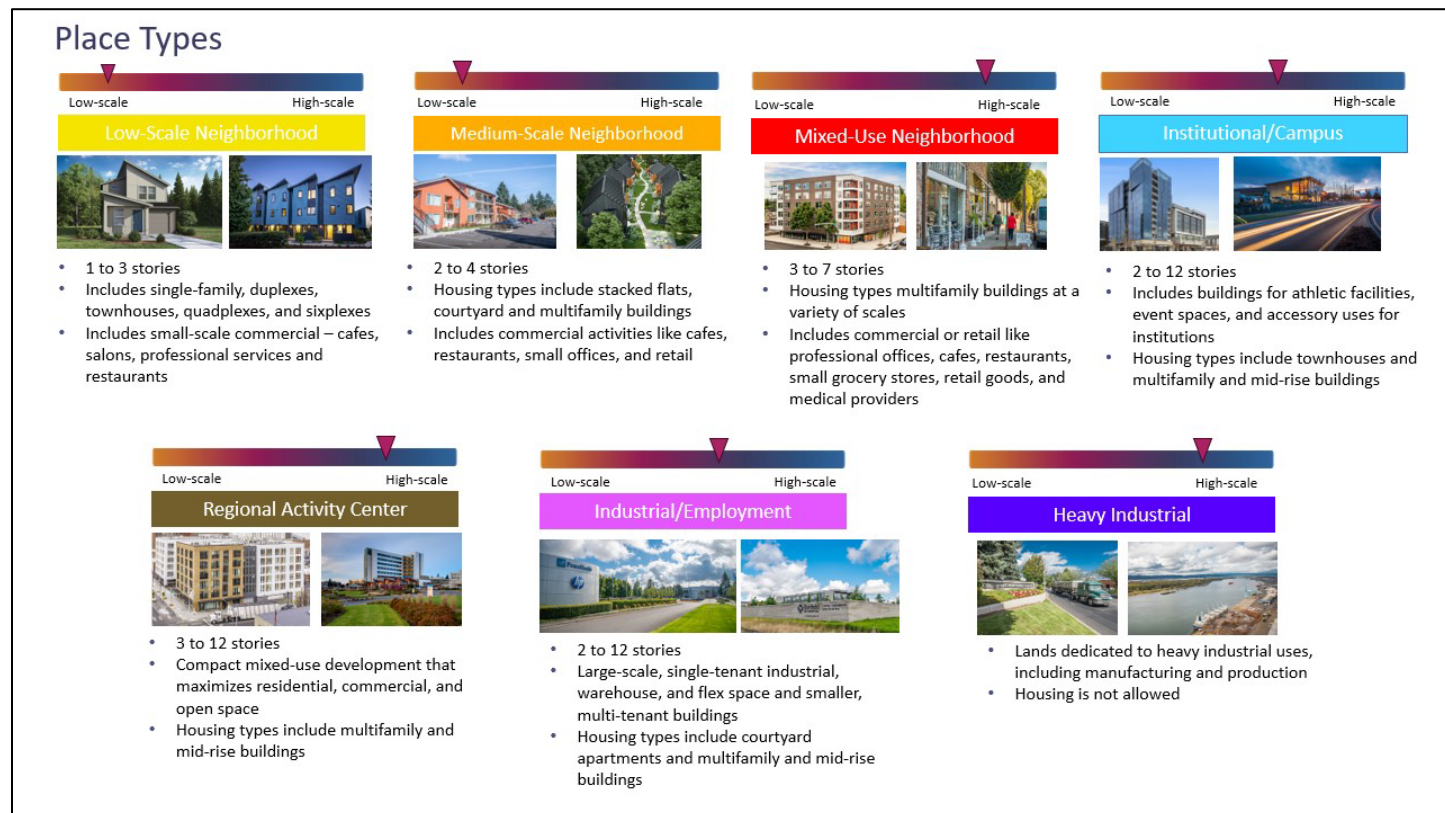


Figure 2: Place Type Descriptions

Community Engagement Activities and Themes

In Spring 2024, the project team engaged policymakers, community members, City leadership and technical staff, community and agency partners, and several project-specific working groups in a mapping activity that asked people to apply place types to different focus areas around the City. This included:

- Several workshops with the project Community Partners group, which is the primarily equity-focused working group advising the City on all aspects of the project.
- Workshops with topic-specific community working groups convened for this project, including groups focused on transportation, housing and climate, as well as builders, business leaders, and leaders of community-based organizations serving equity priority communities.

- Four large public workshops accessible to the general public, one of which was co-convened with the Vancouver Neighborhood Alliance and another specifically focused on youth organizations and students from local school districts and Clark College.
- One virtual mapping exercise accessible through the project Be Heard page.
- Additional small group workshops with the Civic Minds Youth Program, The Foundation and Evergreen High School Black Student Union Board Members, and at the May Climate Pub organized with the City’s Climate Team.

These workshops produced 37 different maps locating different combinations of place types in focus areas around the City and were digitized to allow for greater analysis. Key findings from this analysis include:

- Desire for a mix of housing options around the City, including lots of interest in lower intensity “middle housing” types and medium intensity housing around essential places like schools, parks, employment centers, and near transit.
- Consistent support for focusing growth along major transit corridors and major roadways where there are existing amenities, services and infrastructure and better access to jobs.
- Support for adding medium intensity housing around higher intensity areas to support addition of more retail and provide medium scale “buffer” between areas of low and high intensity.
- Desire for more employment opportunities, with specific emphasis on adding jobs in Central Vancouver and around Vancouver Mall and areas north of it, in east Vancouver, and in areas with good rail access.
- Strong support from groups representing equity priority communities for more job opportunities near schools and transit and adding medium intensity housing around parks and schools across the City.
- Strong support for mixed use development, where housing, employment, retail, services, and parks/open space are located close to each other.
- Consistent feedback that mixed use and higher intensity development need to include community resources like childcare, senior and community centers, parks and healthcare facilities.
- Consistent feedback that low intensity neighborhoods should be buffered from higher intensity areas by tapering the scale of buildings as you move from high to low.
- Consistent feedback that low intensity neighborhoods throughout the City should be maintained.
- Desire to locate higher intensity development in areas that already have this type of development and/or have existing or planned infrastructure to serve it.
- Strong preference for mixed use development along major corridors.
- Consistent comments in the larger public open houses reflecting the challenges that come with more people and an increased rate of change, and a desire for things to stay as they are / minimize change.

Developing Refined Growth Nodes

Based on feedback received through the mapping workshops and additional analysis of current and potential future development feasibility, the project team refined the focus areas into more specific growth nodes that reflect centers and corridors around the City where the community expressed support for growth and where it is likely to occur. The 48 nodes below vary in size and extent as well as existing development patterns (see Figure 3 below).

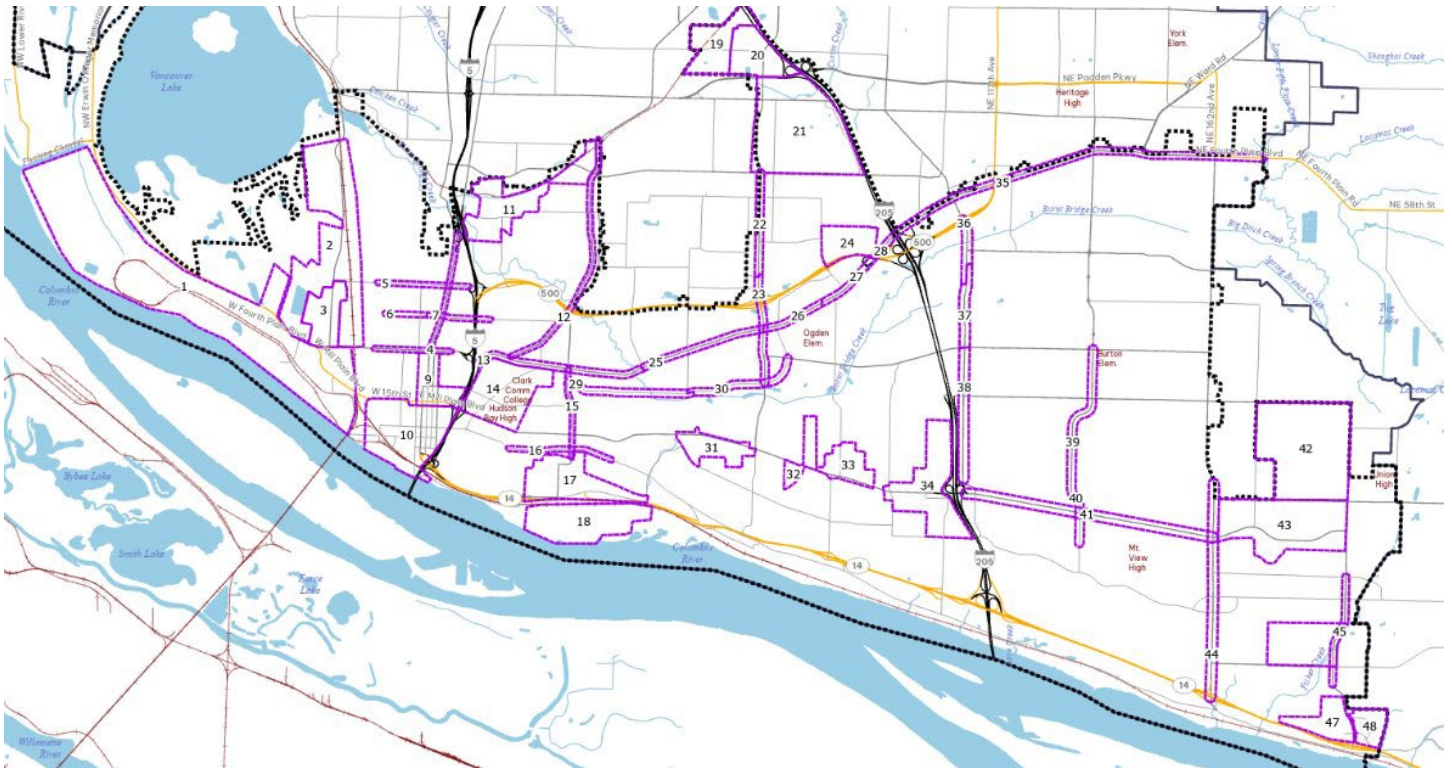


Figure 3: Refined growth nodes included in land use possibilities

Note that names, definitions and vision statements for each type of node will be developed after the Council has endorsed a preferred possibility that assigns one or more place types to each node.

Land Use Possibilities

The two land use possibilities attached below (see Attachments 1 and 2) reflect all the analysis described above. They both:

- Include all 48 growth nodes identified above and assign them place types;
- Include areas adjacent to nodes that were included in the broader focus areas identified as places that could accommodate some growth in the first round of analysis and assign them place types; and
- Assign the most similar place type to what currently exists to areas that are not in or directly adjacent to nodes.

There are significant similarities between the two possibilities, reflecting both the relatively high level of consensus expressed by community members through the land use workshops, and the limited options for accommodating growth in ways that align with Council policy direction and state law. Both possibilities focus growth along centers and corridors (i.e. growth nodes), increase housing and job capacity across the City, and maintain existing Heavy Industrial areas. They do differ in significant ways though. Land Use Possibility A generally represents a more dispersed approach to allocating growth, relies more on middle housing in low intensity neighborhoods to meet housing targets, and more frequently applies place types that are generally consistent with existing land use designations. Land Use Possibility B generally represents a more concentrated approach, allocating more growth to nodes and to areas adjacent to nodes, and locating more jobs in higher intensity mixed use neighborhoods and regional activity centers. Figure 4 below shows the approximate acreage of place types allocated within growth nodes and across the City for both possibilities. Figure 5 shows the areas that change between each possibility.

Percent of Land by Designation				
Place type	Possibility A		Possibility B	
	Growth Nodes & Adjacent Areas	City Wide	Growth Nodes & Adjacent Areas	City Wide
Low Scale Residential	25%	45%	15%	39%
Medium Scale Residential	22%	17%	27%	20%
Employment/Industrial	15%	12%	11%	10%
Mixed Use	18%	12%	19%	13%
Institutional/Campus	1%	2%	3%	3%
Regional Activity Center	7%	5%	14%	9%
Heavy Industrial	11%	7%	11%	7%

Figure 4: Percentage of place type by node and citywide for both Possibility A and B

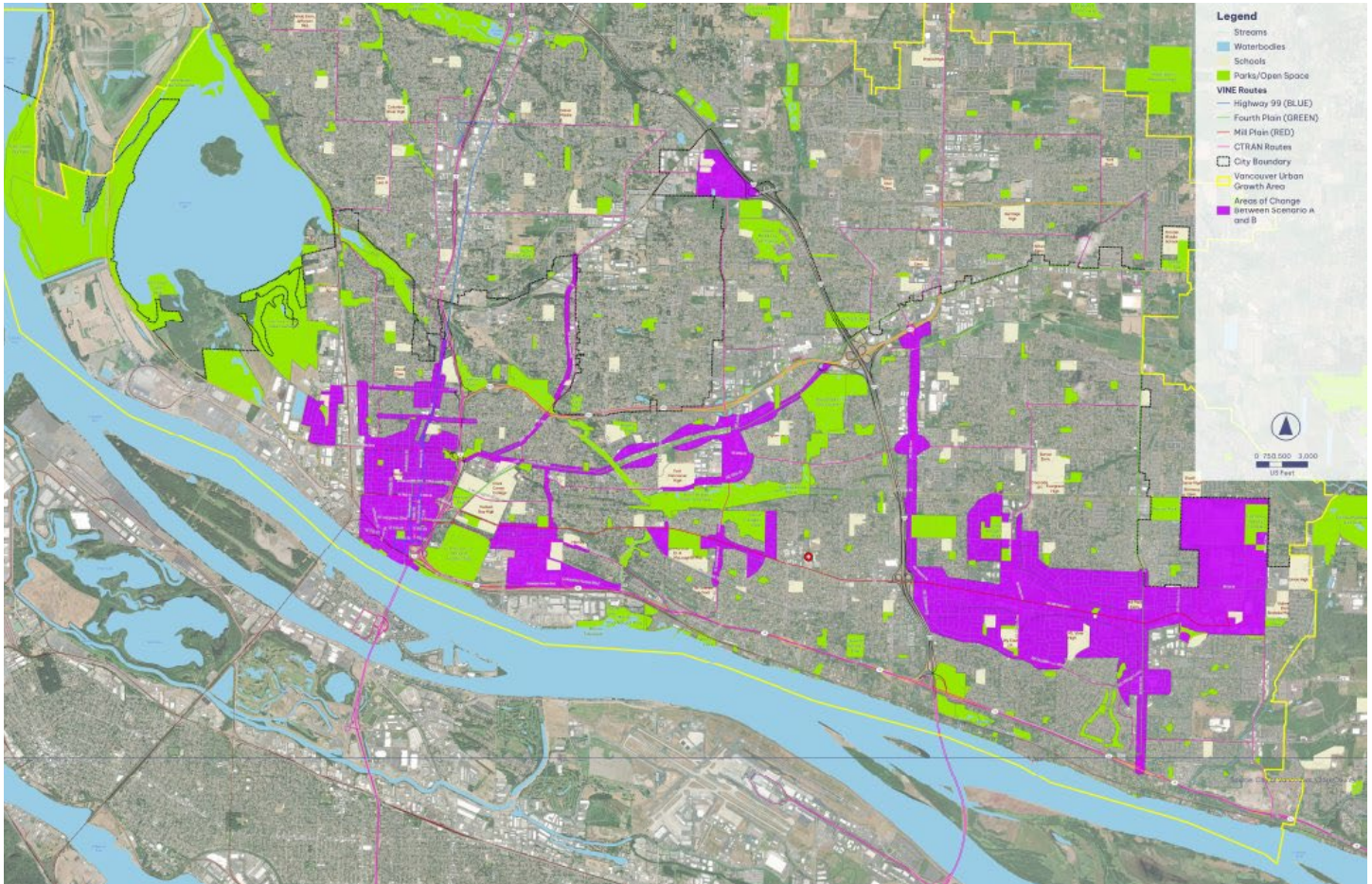


Figure 5: Areas where place type designations change between Possibility A and B.

Getting to a Preferred Possibility

The question before Council at this phase is whether the two possibilities represent the full range of options that should be analyzed in the environmental process, so it can be considered for incorporation in a final, preferred land use possibility. The analysis conducted to date confirms that the range of land use options represented in the two possibilities can meet Council's policy priorities, housing and jobs targets, and comply with State law, but there are potential other options that can be included in the next phase of analysis if desired. It is unlikely that either option would be outright selected as the preferred possibility, but rather, elements of both would be combined to form a preferred possibility based on findings from the environmental impact analysis as well as feedback from a robust group of community stakeholders, advisory committees, and policymakers.

Next Steps

The following represent the next steps in getting to a preferred land use possibility.

- Update land use possibilities based on Council, Planning Commission, and stakeholder feedback.
 - Second Planning Commission workshop on possibilities on 9/10

- Ongoing Community Partner review through monthly meetings
 - All Community Working Groups have or will review in the next two weeks
 - Ongoing engagement with broad community stakeholders through Be Heard, meeting attendance, etc.
- Conduct an analysis of environmental impacts for each of the following:
 - No Action
 - Possibility A: More Dispersed
 - Possibility B: More Condensed
- While analysis is taking place, work with community to share possibilities and gather feedback, explain the environmental process, and ensure community members feel prepared to participate in the public comment process.
- Release a Draft Environmental Impact Statement (DEIS) analyzing impacts of no action and the two possibilities.
- Robust engagement sharing DEIS findings and receiving feedback and questions in advance of and during the 60-day public comment period.
- Council and Planning Commission review of DEIS findings, community feedback, and proposed preferred possibility for direction and refinement.
- Council endorsement of a preferred possibility.

Attachments:

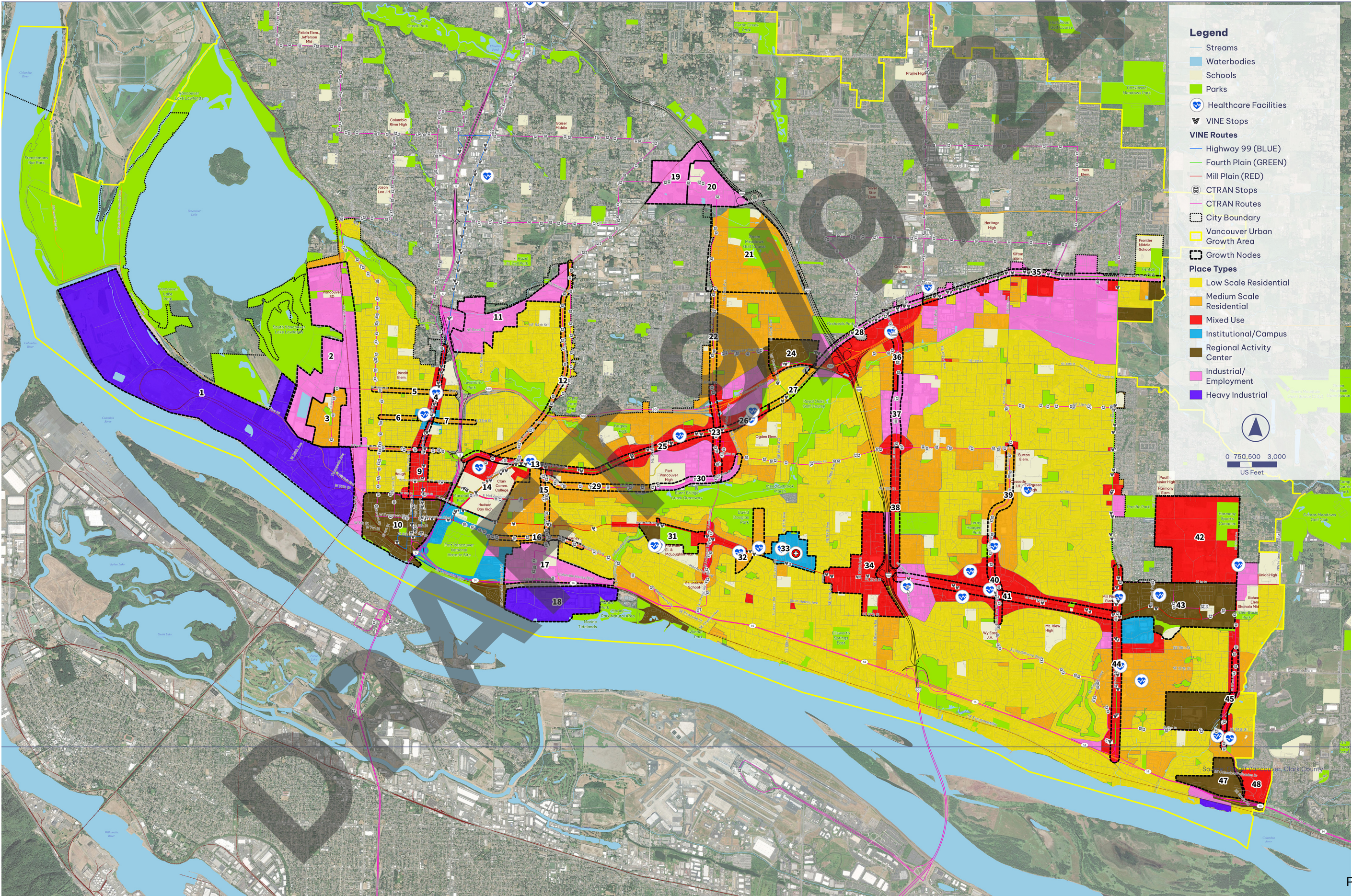
1. Map of Land Use Possibility A: More Dispersed
2. Map of Land Use Possibility B: More Condensed
3. Map of Primary Areas of Change between Possibilities A and B
4. Table of existing land use designations and proposed place type designations for Possibility A and B

Staff Contact

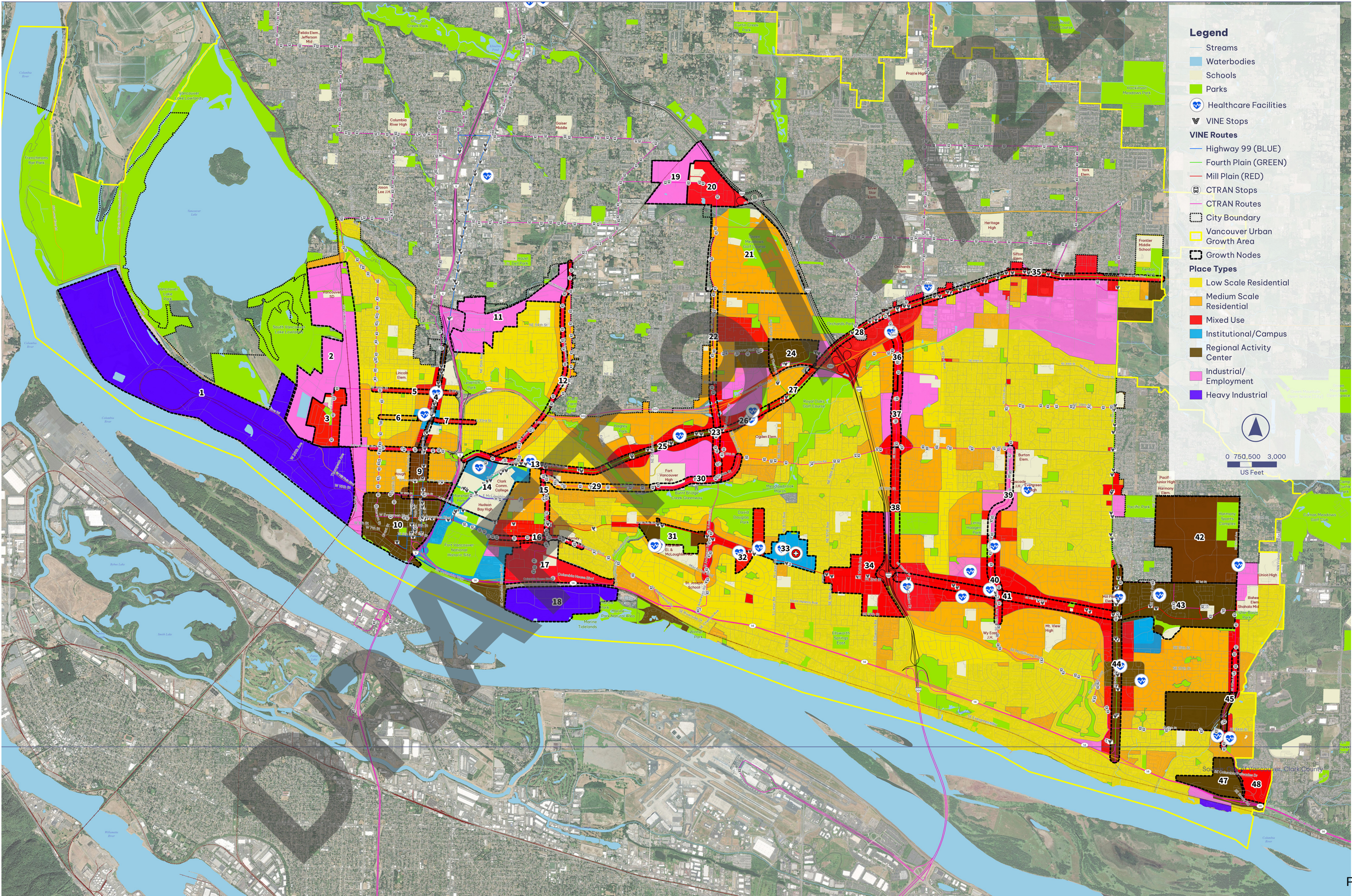
Rebecca Kennedy(she/her), Deputy Director, Community Development

Rebecca.Kennedy@cityofvancouver.us

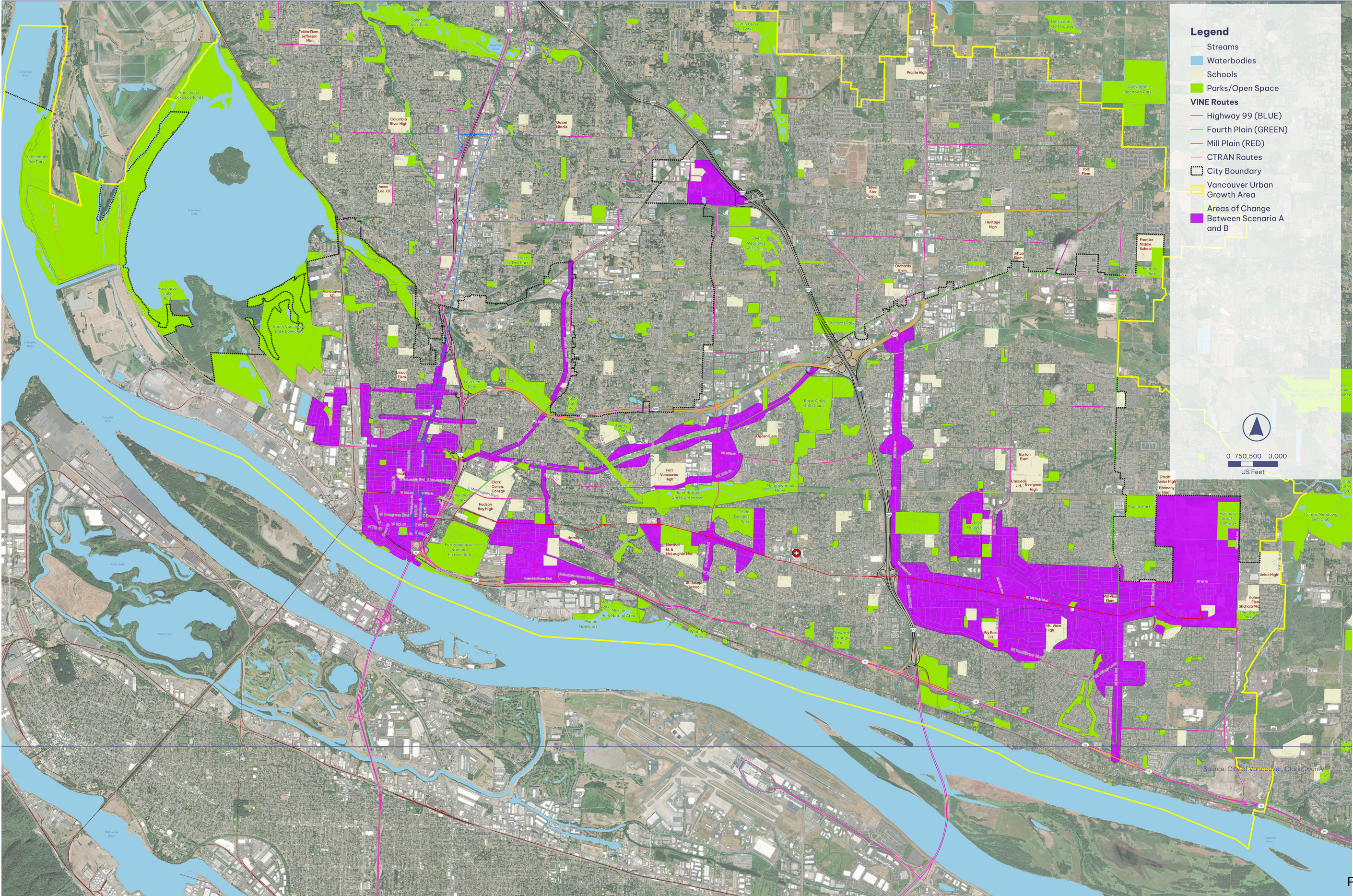
Possibility A: More Dispersed



Possibility B: More Condensed



Primary Areas of Change between Possibility A and B



Node	Location	Existing Zoning	Low Scenario	High Scenario
1	Port of Vancouver	IH	Heavy Industrial	Heavy Industrial
2	Fruit Valley (industrial area)	IL	Employment	Employment
3	Fruit Valley (residential area)	R9, R30 MX, CC	Medium Scale Residential	Mixed-Use
4	Main Street (Fourth Plain to City Limits)	R22, CC, R30	Mixed-Use	Regional Activity Center
5	W 39th Street (Lincoln to I5)	R9, R18, CN, R22, CC	Medium Scale Residential	Mixed-Use
6	W 33rd Street (Kauffman to Washington)	R9, R18	Medium Scale Residential	Medium Scale Residential
7	W 33rd Street (Washington to M Street)	CC, R18, R22	Medium Scale Residential	Mixed-Use
8	Fourth Plain (25th to to F Street)	IL, CC, R22, R9	Medium Scale Residential	Mixed-Use
9	Main Street corridor	CC, CX	Mixed-Use	Regional Activity Center
10	Downtown	CX, OCl, IL, IH	Regional Activity Center	Regional Activity Center
11	IL area between Highway 99, NE 49th, NE 15th, Rosst St.	IL	Employment	Employment
12	St. Johns/St. James (Mill Plain to City Limits)	R30, CC, R18, R30, CC, R22, CG	Medium Scale Residential	Mixed-Use
13	Fourth Plain (I5 to Burnt Bridge Creek)	CN, R30, CC, R18, R6	Mixed-Use	Mixed-Use
14	Clark College	CPX	Mixed-Use	Institutional Campus
15	Grand Blvd (6th Street to Fourth Plain)	CC, CN, R22, R9	Medium Scale Residential	Mixed-Use
16	Evergreen Blvd. – East Reserve to Edwards Lane	R30, R9, R18, CC, R6	Medium Scale Residential	Mixed-Use
17	Lower Grand Employment Area	IL, R30, CG	Employment	Mixed-Use
18	CBC	IL, IH	Heavy Industrial	Heavy Industrial
19	Van Mall North (IL Zone)	IL	Employment	Employment
20	Van Mall North (North of Padden)	CG	Employment	Mixed-Use
21	Van Mall North (South of Padden)	R9, R35, R18,R30, R6, CC, CN	Medium Scale Residential	Medium Scale Residential
22	Andresen (NE 42nd St. to NE 63rd St)	R30, R22, R18, CC, CG, CN	Medium Scale Residential	Medium Scale Residential
23	Andreson (NE 18th St to NE 42nd St)	CG, CC	Mixed-Use	Mixed-Use
24	Vancouver Mall	CC, CG	Regional Activity Center	Regional Activity Center
25	Fourth Plain (Burnt Bridge Creek to Andresen)	CG, CC, IL, R35, R30, R18	Mixed-Use	Regional Activity Center
26	Fourth Plain (Andreson to NE Pacific Way)	CG, CC, IL, R35, R30, R18	Mixed-Use	Mixed-Use
27	Fourth Plain (NE Pacific Way to SR 500)	R6, R22, OCl, CC	Medium Scale Residential	Mixed-Use
28	Fourth Plain (SR500 to Ne 117th Ave)	CG	Employment	Mixed-Use
29	NE 18th Street (Grand Blvd to NE Stapleton/NE Devine)	CN, R18, R9, R18, OCl	Medium Scale Residential	Medium Scale Residential
30	NE 18th Street (NE Stapleton to NE Burton Road)	IL, R9 CG, R22, CC	Employment	Mixed-Use
31	The Heights	HX, R9	Mixed-Use	Regional Activity Center
32	Garrison Square (+ adjacent commercial)	R18, CC	Medium Scale Residential	Mixed-Use
33	Peace Health (+ adjacent uses)	OCl, CC, R30,R18	Insitutional/Campus	Institutional Campus
34	Mill Plain (98th to 205) (+ adjacent commercial)	R9,OCl, R18, CG, CN, R6, R22	Mixed-Use	Mixed-Use
35	Fourth Plain (117th Ave to City Limits)	CC, CG, IL, R9	Employment	Mixed-Use
36	112th Corridor (SR 500 to NE 42nd Street)	CG, CC, R30, R18	Employment	Mixed-Use
37	112th Corridor (NE 42nd Street to NE 28th Street)	IL, CC	Mixed-Use	Mixed-Use
38	112th Corridor (NE 28th Street to NE Chkalov Dr)	CC, R18, R22, OCl, R30, CG, R35	Mixed-Use	Mixed-Use
39	NE 136th Avenue (NE 28th to NE 9th Street)	R22, CC, R9, IL, OCl, CC	Medium Scale Residential	Employment
40	NE 136th Avenue (NE 9th Street to SE 11th Street)	CC, OCl, IL	Mixed-Use	Mixed-Use
41	Mill Plain (I205 to SE 164th Avenue)	CG, CC, MX, OCl	Mixed-Use	Mixed-Use

42	Section 30	ECX	Mixed-Use	Regional Activity Center
43	Columbia Tech Center	IL, R9, R18, R30, MX, CC, OCl	Regional Activity Center	Regional Activity Center
44	SE 164th Avenue (Ne 4th Way to SR-14)	CG, R9, R22, OCl, CC, MX, R4	Mixed-Use	Regional Activity Center
45	SE 192nd Ave (SE 15th to SE 41st Drive)	CC, R9, IL	Mixed-Use	Mixed-Use
46	Vancouver Innovation Center	IL, MX	Regional Activity Center	Regional Activity Center
47	HQ Section of Riverview Gateway subarea west of 192nd Ave	RGX	Regional Activity Center	Regional Activity Center
48	Columbia Palisades (section of Riverview Gateway subarea east of 192nd Ave)	RGX	Mixed-Use	Mixed-Use



CITY OF
Vancouver
WASHINGTON

2023 Greenhouse Gas Inventory

Stacey Dalgaard
Assoc. Climate Project
Coordinator
City Manager's Office

Rebecca Small
Senior Policy Analyst
Sept. 16, 2024

Agenda

1. Why do an inventory?
2. Results of 2023 **Municipal** Greenhouse Gas (GHG) Inventory
 - Progress to targets
 - Drivers of reductions
 - Projections
 - Key opportunities
3. **Discussion**
4. Overview of 2023 **Community** GHG Inventory
5. **Discussion**



Inventory Scope and Purpose

Provides direction and accountability while limited in scope

- Municipal and Community-wide Inventories; updated every 4 years
- Follows GHG accounting best practices; reviewed by ICLEI Quality Review team
- Baseline Inventory: 2007
- Does not include community resilience actions, natural systems, green purchasing
- Why do we do this?
 - Track progress toward emission reduction goals
 - Community transparency and accountability
 - Provide direction for Biennium Budget, CAF update, Comp Plan, and other planning processes



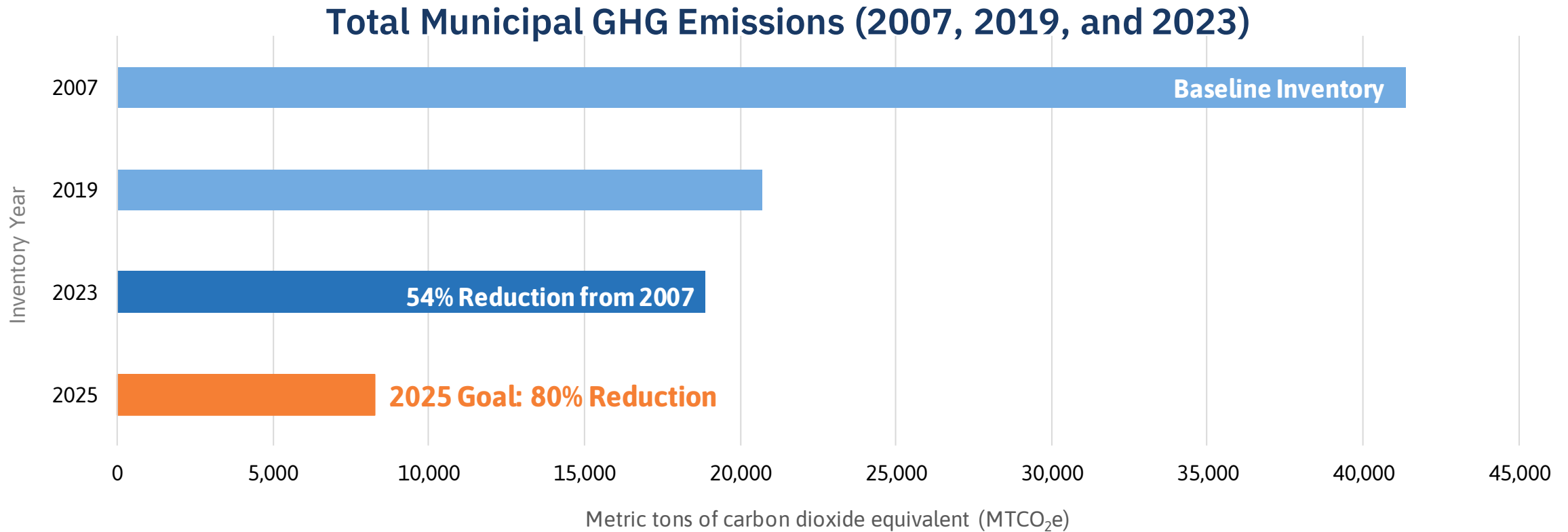
Relationship of Community and Government Operations Inventories

Key Takeaways: Municipal Emissions

- Steady progress gained, but **more aggressive action is needed** to close the gap.
- Continued progress will require significant projects on **longer timescales** with **larger up-front investments**.
- Projects are in the pipeline for the **2025-26 Biennium**.



54% Reduction in Total Municipal Emissions since 2007



Progress to date has been steady, but additional efforts are needed to meet the City's Interim Goal of 80% GHG reduction.



Drivers of Emissions Changes by the City

Net decrease thanks to planning prior to CAF and fast action in 2023



Decreasing Emissions

- Fuel-switching to lower-carbon fuels in Fleet
- Energy efficiency projects in Street Lights and Wastewater
- Telework policies
- Cleaner electricity grid

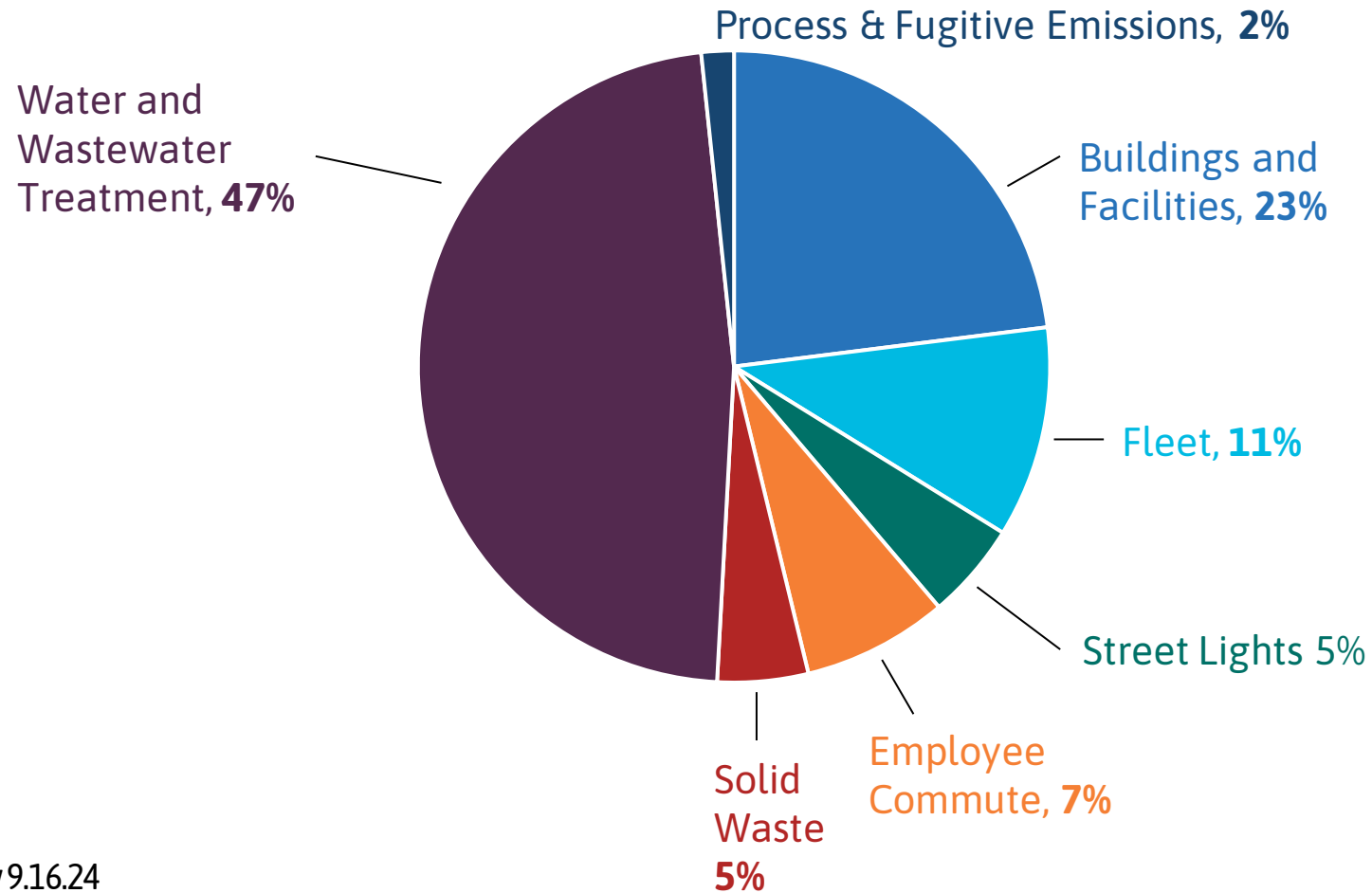


Increasing Emissions

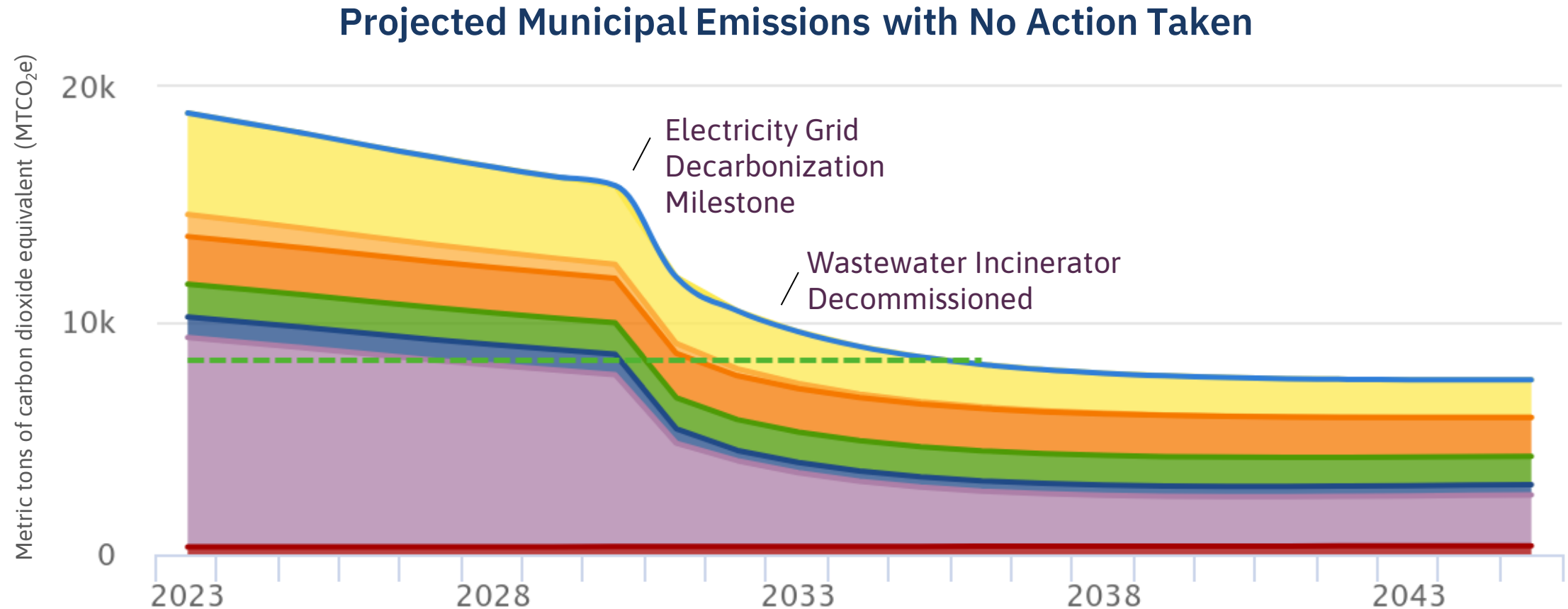
- Regional population growth
- Hotter/colder weather patterns

Largest Contributors to Municipal Emissions: Water and Wastewater Treatment, Buildings, & Fleet

2023 Municipal Emissions by Sector

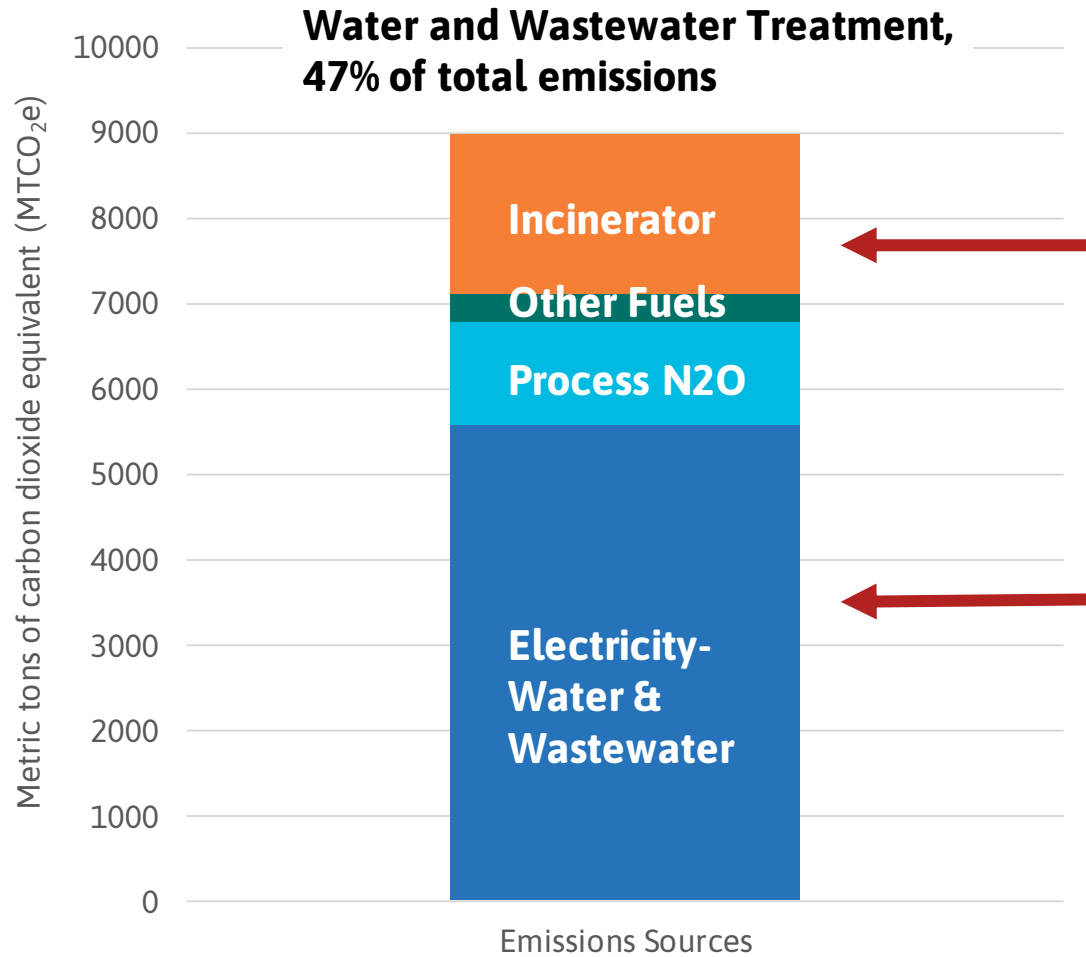


Without additional action, City won't hit target until 2036



Cleaner electricity sources will drive down the City's carbon footprint, but more aggressive action is needed to achieve Council's goals.

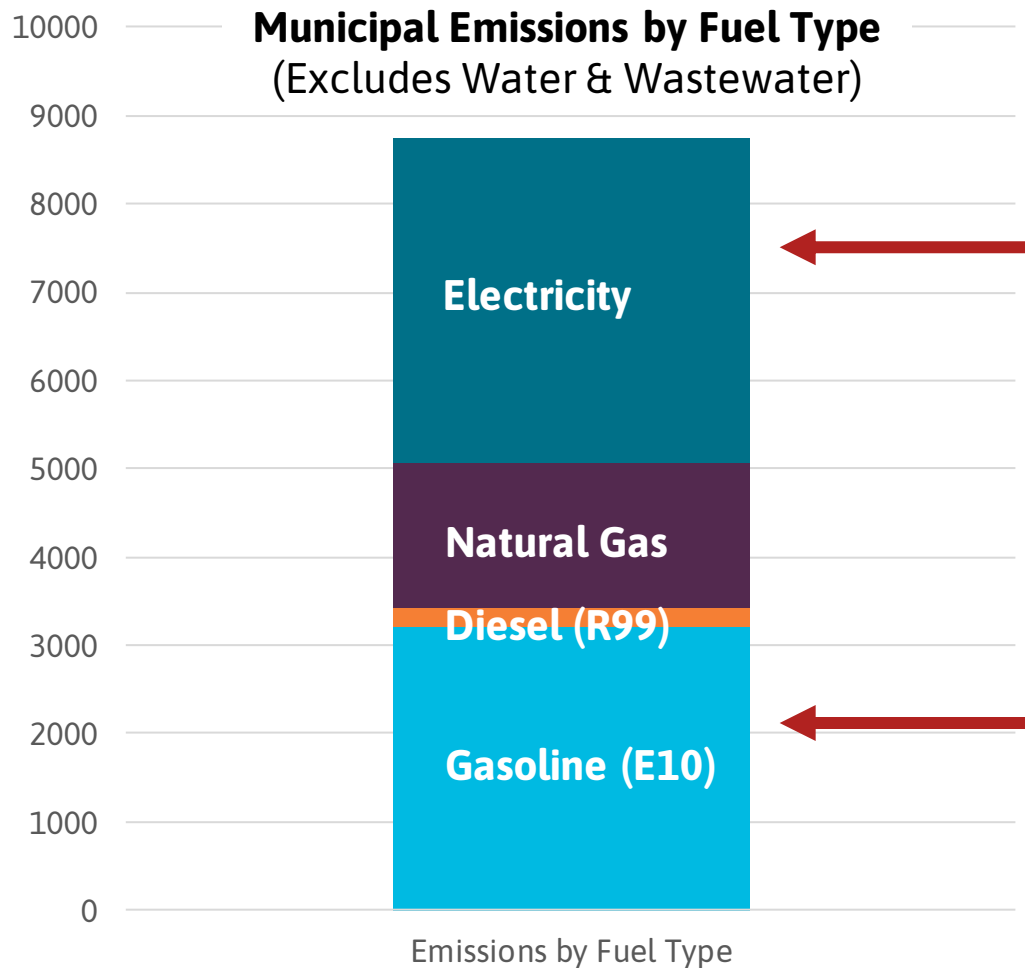
Emissions Reduction Measures: Water and Wastewater Treatment



Actions Planned or Underway:

- Wastewater Solids Renewal Program will **eliminate incinerator emissions** + other fossil fuel emissions (2032)
- Continued Wastewater **process optimization**
- Water Utility **strategic energy management** and **water efficiency** projects
- **Cleaner electricity grid** will drive emissions down, but slowly

Emissions Reduction Measures: Buildings and Beyond



Actions Planned or Underway:

- **Solar PV and battery storage** system planned at Firstenburg Community Center (2025-26)
- Projects to meet WA **Clean Building Standards** at City Hall and Firstenburg
- **7K street light fixtures** upgrading to LED
- 30 Fleet vehicles replaced with **new hybrid and all-electric options** (2024)
- **EV chargers for Fleet** at Chkalov (2025)

Takeaways from the 2023 GHG Inventory

- **There is a path to carbon neutrality for municipal operations;** capital projects in the pipeline are key
- **To maintain leading edge pace, aggressive investments are needed**
- Cleaner electricity will propel us forward, for everything on electricity
- Climate projects are multi-benefit investments; intertwined with all City priorities

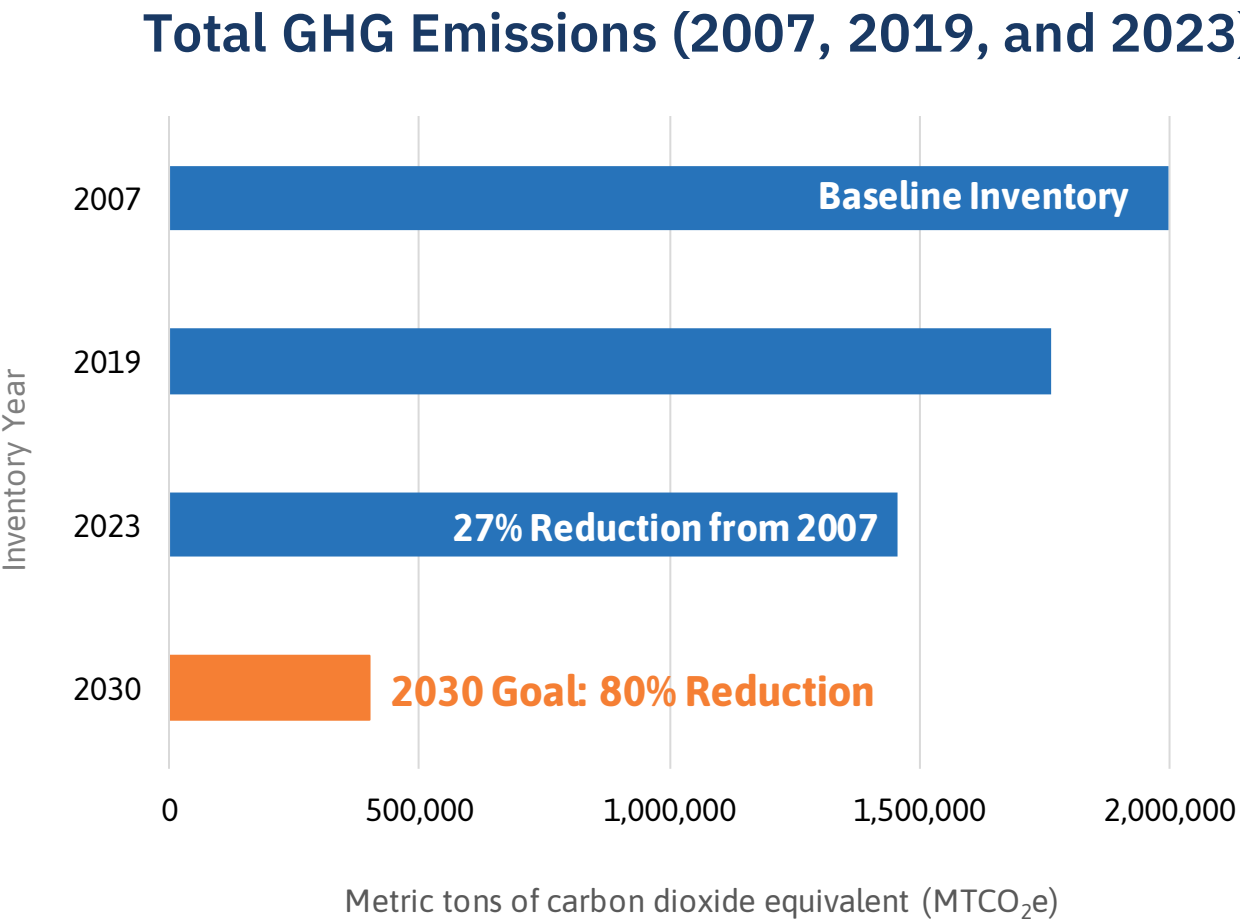
The next phase: System-level projects, longer timelines, and greater investments needed



Discussion: Municipal Inventory



2023 Community-wide Inventory Results

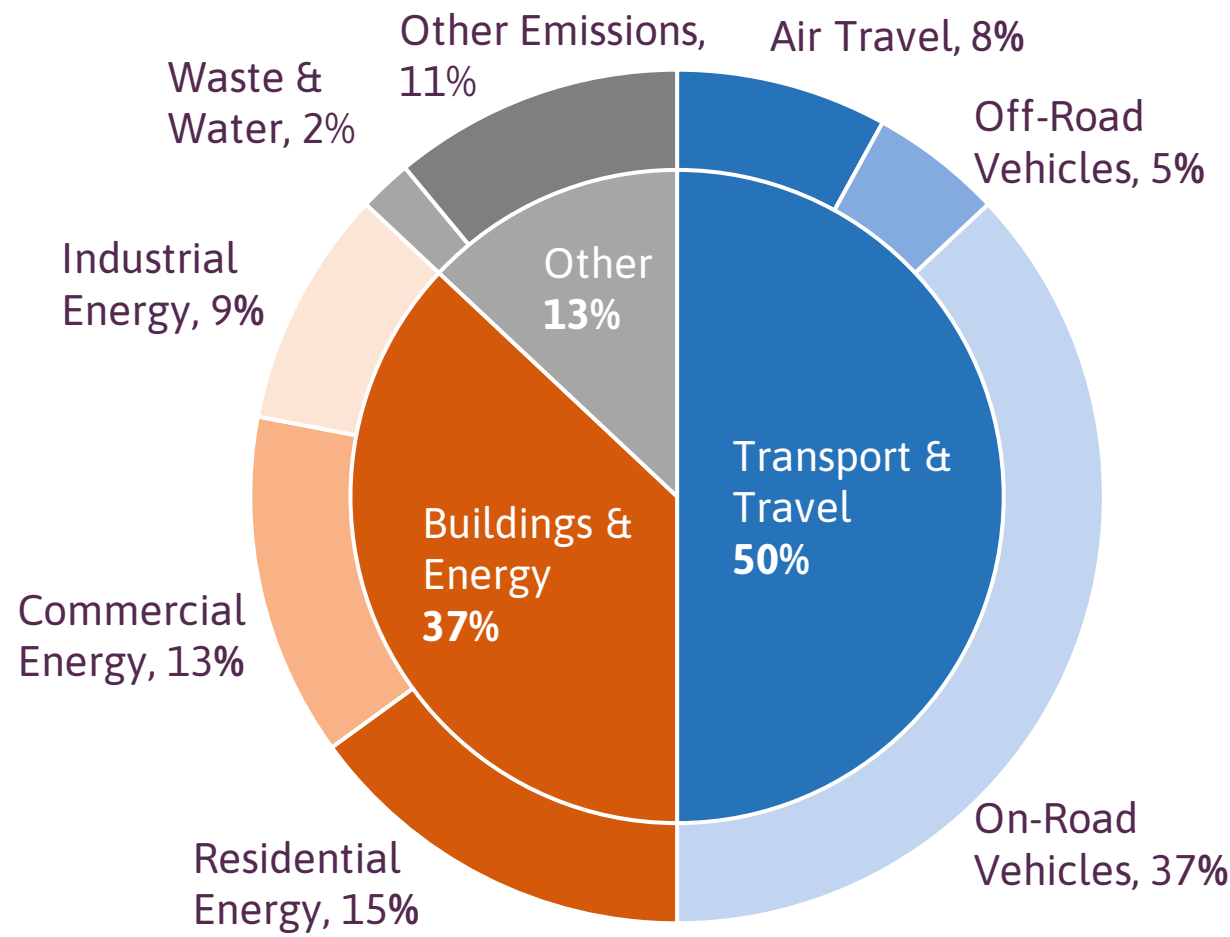


- 27% reduction since 2007
- Driven by cleaner electricity, COVID effects on transportation patterns, appliance and vehicle efficiency
- Emissions projected to increase without significant intervention



Key Takeaways from the Community Inventory

Community Emissions by Sector



- Cleaner electricity will offset some increases, but transportation sector is biggest challenge
- Driving change will require widespread private partnership
- Major policy interventions are key to leading-edge goals:
 - Comprehensive Plan
 - Green Buildings Strategy
 - Complete Streets + BRT Network



Discussion



MEMORANDUM

DATE: September 16, 2024

TO: Mayor and City Council

FROM: Eric Holmes, City Manager
Lon Pluckhahn, Deputy City Manager

RE: **2023 Greenhouse Gas Inventory**

CC: Aaron Lande, Policy & Program Manager, CMO
Rebecca Small, Senior Policy Analyst, CMO
Stacey Dalgaard, Associate Climate Program Coordinator, CMO

In December 2022, City Council set ambitious climate goals to reduce our community's contribution to global climate change. Since then, City staff have prioritized actions that cut emissions produced by our municipal operations, while also launching foundational policy development to drive down long-term community emissions.

To monitor our progress and adjust strategies to meet the goals set out in the Climate Action Framework, Council directed the City to update its Greenhouse Gas (GHG) Inventory every four years. The latest update follows previous inventories conducted in 2019 and 2007, and it marks the City's first assessment of the measurable impacts of its early climate action efforts after one year of work under the Climate Action Framework.

This memo summarizes progress as of the end of 2023 toward emissions reduction targets adopted by City Council and highlights key opportunities for the City to continue to set a leading-edge pace for climate action. The municipal inventory is given greater attention as we approach our first interim goal of an 80% reduction in municipal GHG emissions by 2025¹ and enter into the 2025-26 Biennium Budget. Broader community-wide emissions will be addressed in greater detail during the 2026 update to the Climate Action Framework.

Key points:

- The City has made steady progress on reducing emissions from municipal government operations, and more aggressive action is needed to reach interim targets. Projects are planned to significantly cut emissions over the next decade.
- Community-wide emissions have continued a downward trend, but population growth and changing temperatures due to climate change will create upward pressure on emissions that require significant interventions to overcome, particularly in the transportation and building sectors.

The full 2023 Inventory of Community and Government Operations Greenhouse Gas Emissions is included as **Attachment A**, including accounting of methods and data sources and an explanation of improvements made to the data collection process.

¹ An 80% reduction in GHGs as measured relative to a baseline year of 2007, the year the City's first GHG inventory was conducted. The next inventory was not conducted until 2019.

Summary of 2023 Municipal GHG Inventory Results

The City has made steady progress in reducing greenhouse gas emissions from municipal government operations, which total approximately 1% of all emissions community-wide. As of 2023, there has been a 54% reduction in municipal emissions as measured relative to the 2007 baseline inventory (see Figure 2). Major contributors to the City’s carbon footprint remain the electricity and gas used in City buildings and water and wastewater treatment, emissions related to wastewater treatment processes, and gasoline vehicles used in the City fleet (see Figure 1).

To reach our first interim target of 80% reduction in municipal emissions, the City must cut an additional 10,600 metric tons of carbon dioxide equivalent (MTCO₂e). Paired with the greening of our purchased electricity as required by Washington’s Clean Energy Transformation Act (CETA), there is a strong pathway to realize our climate goals if we continue to invest in emissions reduction measures. Capital projects already planned over the next biennium and beyond will significantly cut emissions, particularly in the Buildings & Facilities and Water & Wastewater Treatment sectors. However, these emissions reductions will not be fully realized by the target year of 2025 due to the longer timelines of infrastructure planning and construction.

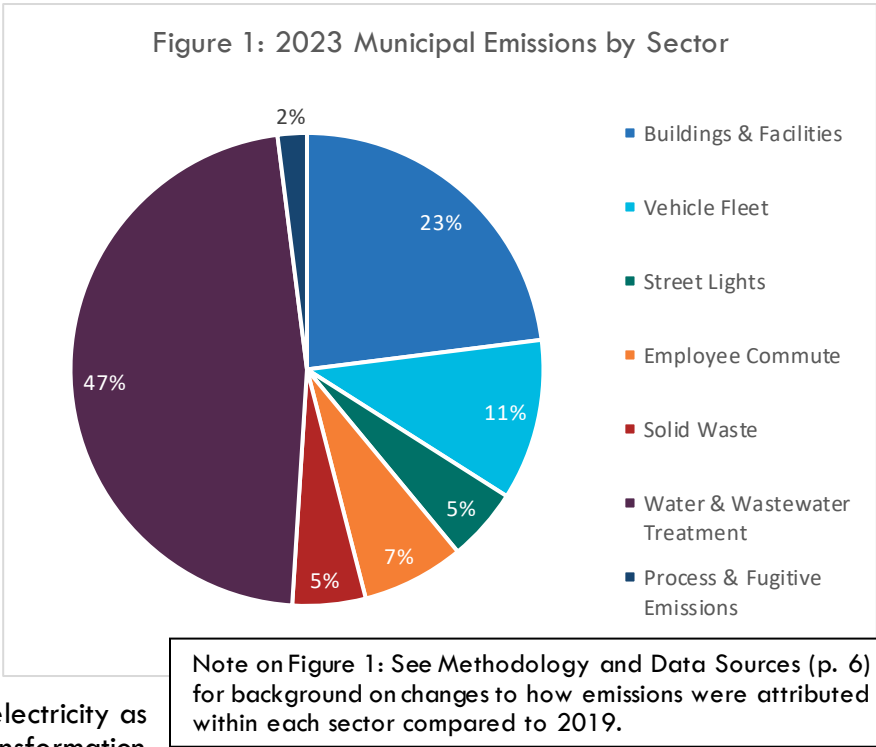
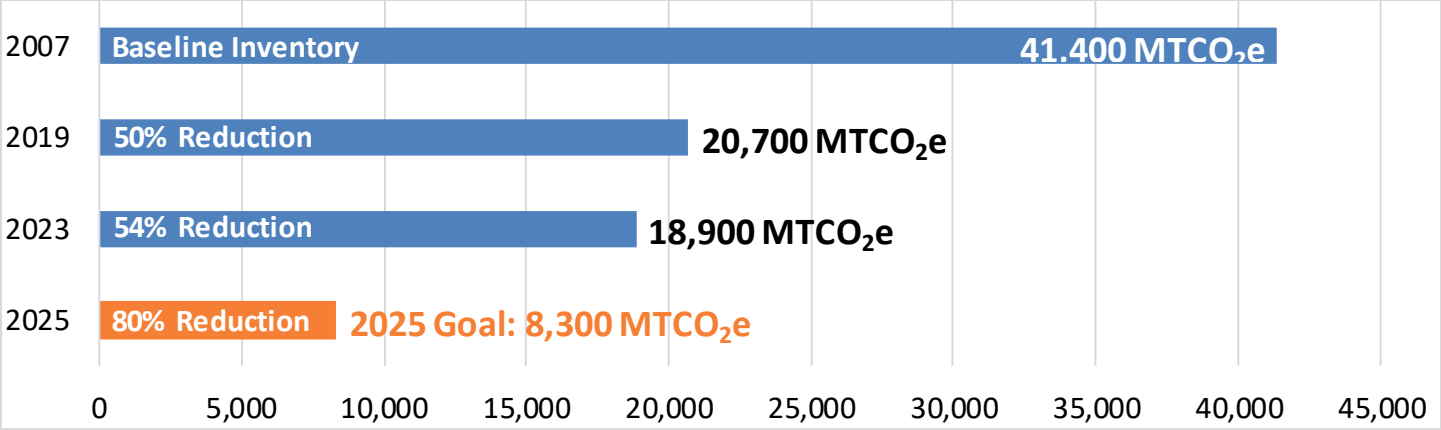


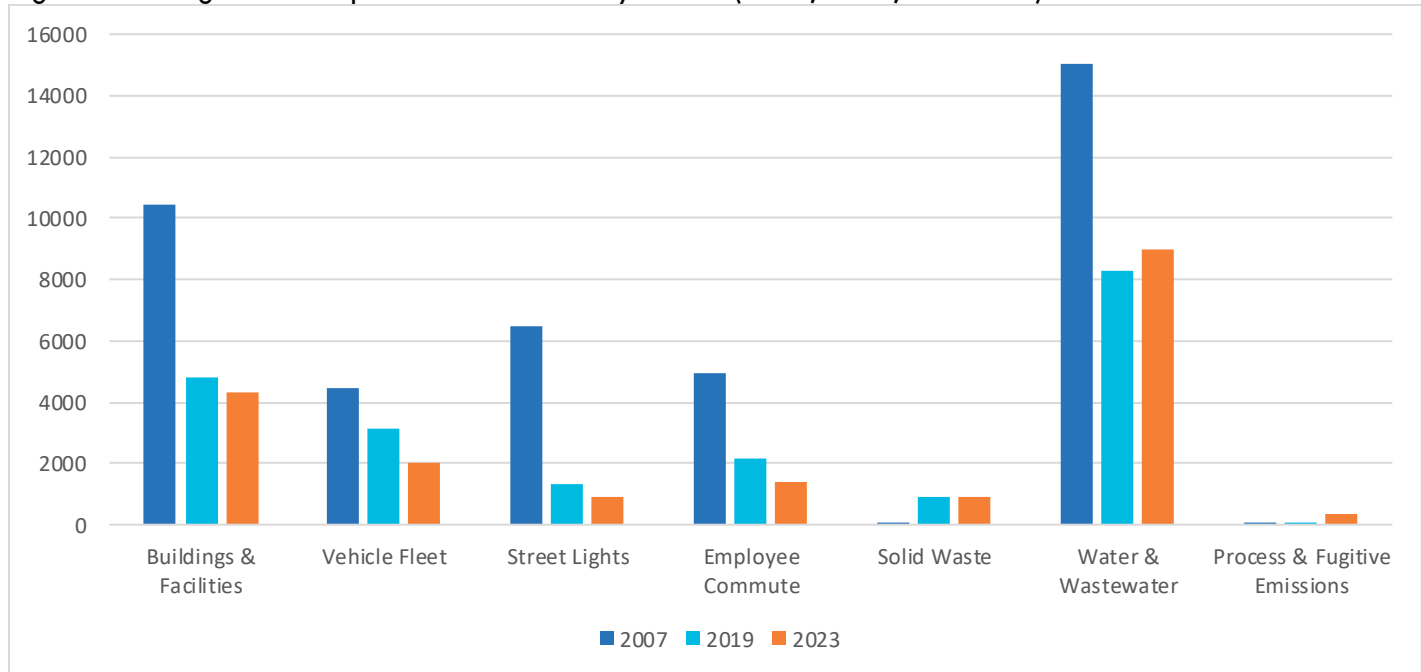
Figure 2: Total Municipal Greenhouse Gas Emissions by Inventory Year (MTCO₂e)



Drivers of Municipal Emissions Changes

Between 2019 and 2023, significant progress was achieved through ongoing planning and projects, complemented by high-impact operational changes in 2023 and the influence of external factors such as cleaner electricity sources. Figure 3 shows the change over time in municipal greenhouse gas emissions by sector.

Figure 3: Change in Municipal GHG Emissions by Sector (2007, 2019, and 2023)



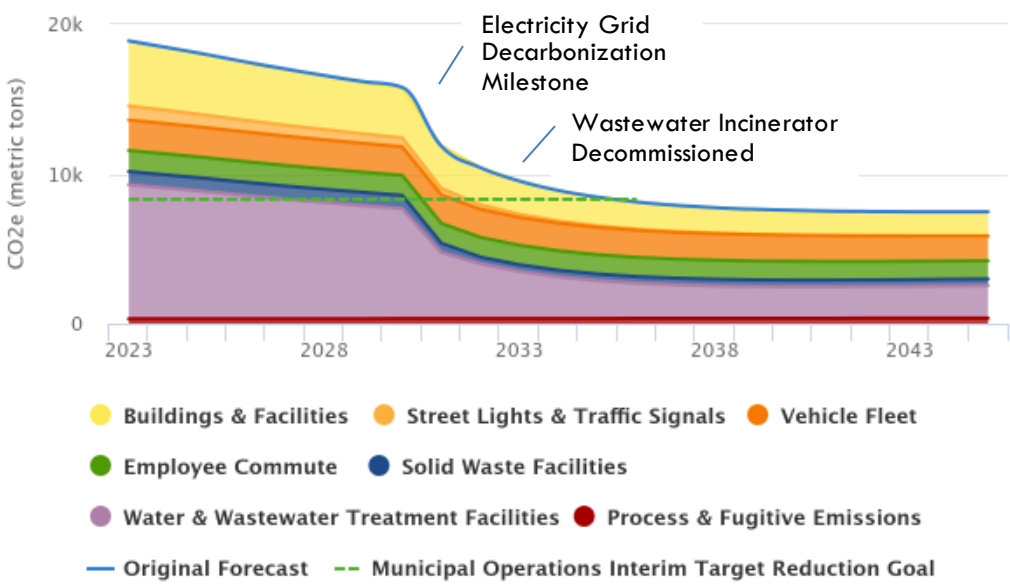
Significant factors driving recent changes in municipal emissions include:

- Fuel Switching:** Fleet Services achieved some of the largest GHG reductions since 2019 through its innovative adoption of renewable fuels. As of 2023, all diesel vehicles and equipment used in City operations have fully transitioned from standard fossil fuel diesel to a 100% renewable, plant-based diesel fuel called R99. This change led to a significant decrease in GHG emissions and other air pollutants from the City's diesel fleet, leaving gasoline vehicles as the primary source of emissions measured in the Fleet sector of the inventory.
- Energy Efficiency Projects:** Since 2019, Public Works upgraded 18,000 streetlights to more energy efficient LED fixtures and continued our history of regular energy efficiency improvements to our wastewater treatment systems. These projects reduced energy use and associated GHG emissions, while also saving the City more than \$700,000 in energy costs annually. Projects are often developed in partnership with Clark Public Utilities and result in additional energy incentives to the City.
- Telework Policies:** New work-from-home policies implemented during the pandemic, along with Commute Trip Reduction incentive programs, have reduced employee driving trips. Vehicle emissions also continue to trend downward due to federal fuel efficiency standards for new cars.
- Decarbonization of the Electricity Grid:** Clark Public Utilities (CPU), following Washington's Clean Energy Transformation Act (CETA), is progressing toward its required transition to a carbon-neutral electricity supply by 2030. Cleaner electricity will help drive down emissions from buildings, streetlights, and water and wastewater treatment over time.
- Regional Population Growth:** The net increase in Water & Wastewater sector emissions is likely driven by increases in customers served by our municipal-owned utilities, which serve both residents of the City of Vancouver and neighboring unincorporated areas. Increased water demands community-wide will require increased energy usage by utilities to maintain high levels of service, and Water & Wastewater is expected to remain one of the City's largest emissions sectors.
- Hotter/Colder Weather:** Without further analysis, we are unable to know how much effect to attribute to more frequent, extreme, and prolonged heat and winter storms, but we do expect that these weather events will have upward pressure on buildings-related emissions and fugitive emissions related to air conditioning refrigerants.

Municipal Emissions Forecast and Planned Actions

Without additional investments in climate action, it is estimated that the City will not meet its first interim target until 2036, when the benefits of CETA mandates for carbon-neutral electricity sources and the Wastewater Solids Renewal Program have been realized. Figure 4 illustrates the City’s emissions trajectory with no additional actions. The green dotted line signifies the City’s 80% reduction target.

Figure 4: Projected Municipal Emissions with No Action Taken



This is a worst-case-scenario that does not incorporate current projects or strategies outlined in the Climate Action Framework. The good news is that, despite limitations in meeting the City’s first interim target by 2025, we are confident there is a valid pathway to carbon neutrality for municipal operations. Reduction measures that are being planned now will dramatically cut municipal emissions over the next decade. Table 1 highlights major efforts underway or completed in 2024 that will make up significant ground toward our first interim target of an 80% reduction.

Accelerating this timeline will require continued investments in infrastructure, staff capacity, and capital projects that have longer planning horizons. Although many of these projects have significant up-front costs, they are also multi-benefit, creating organizational efficiencies, cost savings, resilience, and future-proofing for local government operations. For example, energy savings sustained year-over-year help to stabilize utility rates for households and industries. As energy costs increase and extreme weather drives up demand, energy efficiency investments will get more valuable over their lifespan as they smooth out peak electricity loads. And equipment transitions and fuel switching to electricity will put us on a downward trajectory as the electricity grid is decarbonized. These projects are essential to maintaining a leading-edge pace toward our 2040 goals.

Table 1: Planned and Completed Municipal Emissions Reduction Measures since the 2023 GHG Inventory

Inventory Sector	Status	Impact
Vehicle Fleet	Complete (2024)	30 gasoline vehicles replaced with new hybrid electric (25 vehicles) and all electric options (5 vehicles) will reduce gas VMT
Buildings & Facilities	Complete (2024)	10-kW share of CPU Community Solar East project purchased in 2023 will offset some future building energy use

Water & Wastewater	Complete (2024)	Wastewater treatment system optimization resulted in annual energy savings of 598,000 kWh and a \$227K incentive from CPU
Vehicle Fleet	Budget Package	Chkalov EV charger installation project will enable additional Fleet vehicles to transition to electric
Buildings & Facilities	Budget Package	Solar PV and battery storage system planned for Firstenburg will provide clean electricity and operational resilience
Water & Wastewater	Budget Package	New water efficiency position will create energy savings for both utilities; strategic water reduction projects within the utility will save 170 million gallons of water per year in groundwater wells
Buildings & Facilities	Planned (ongoing)	City Hall lighting retrofit project and strategic energy management with CPU for City Hall and Firstenburg (Tier 1 buildings under the WA Clean Building Standards) will reduce electricity consumption; Long Range Facilities Plan will provide direction for municipal building utilization and efficiency
Water & Wastewater	Planned (2032)	Wastewater Solids Renewal Program will eliminate emissions from the utility's incinerator (1,866 MTCO ₂ e from biosolids combustion), reduce municipal solid waste, and produce other climate benefits; ongoing Wastewater system optimization and Water Utility strategic energy management with CPU will reduce electricity use
Street Lights	Planned (timing TBD)	Phase II of the Street Lights LED replacement project is in development for 7,000 remaining fixtures; will reduce electricity

Summary of 2023 Community GHG Inventory Results

Vancouver's community-wide greenhouse gas emissions continued to decline from 2019 to 2023 and have now reached a 27% reduction relative to the 2007 baseline inventory (see Figure 5). This change in overall emissions appears to be driven largely by buildings being powered by cleaner electricity sources (i.e. grid decarbonization) and lingering effects of the COVID-19 pandemic on transportation patterns, as well as increased appliance and vehicle efficiency. In other sectors, improved composting is keeping emissions associated with landfilled solid waste down, while fugitive emissions from refrigerants and air conditioning have increased.

Figure 5: Total Community Greenhouse Gas Emissions by Inventory Year (MTCO₂e)

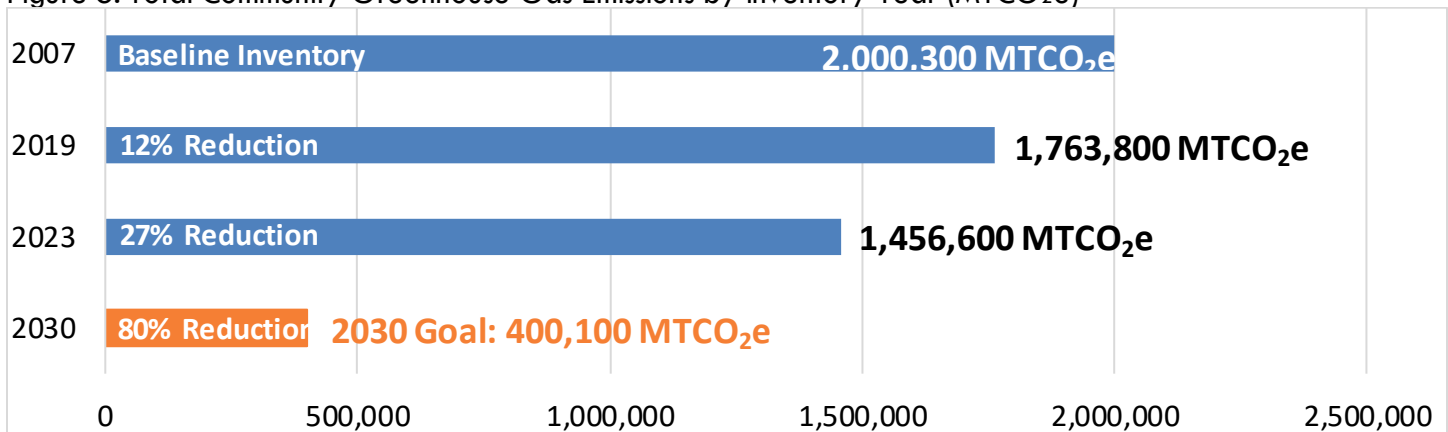


Figure 6 shows that our major community-wide emissions sources remain on-road vehicles (37%) and building energy (15% in residential, 13% in commercial, and 9% in industrial). Over time, buildings and industry powered by electricity (which account for 20% of total emissions) will decline in emissions as Clark Public Utilities adds more clean energy sources to its resource mix in accordance with Washington's Clean Energy

Transformation Act. Simultaneously, population growth and the return to pre-pandemic travel norms are expected to push transportation sector emissions upward. Figure 7 illustrates how emissions are projected to grow over time if significant interventions to shift behavior and retrofit existing buildings are not implemented.

Figure 6: 2023 Community Emissions by Sector

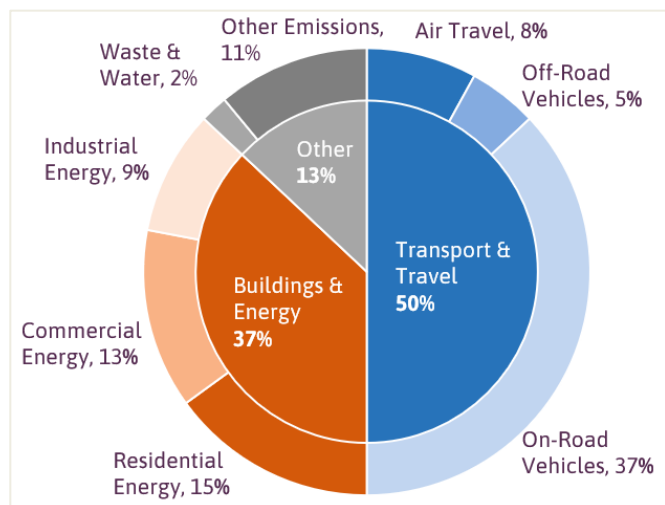
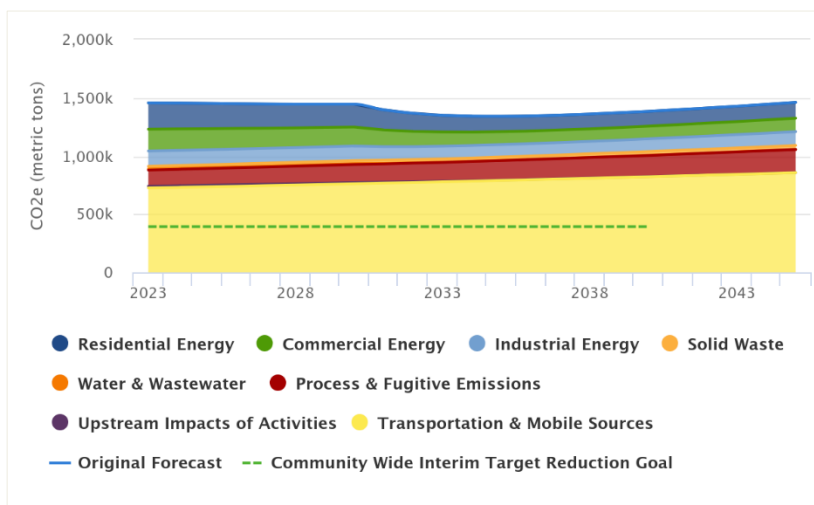


Figure 7: Projected Community Emissions with No Action



Changing the existing built environment and shifting human behavior are two of the hardest challenges we face in shifting our climate future. As our community grows in its size, economy, and vibrancy, reducing emissions in the Buildings and Transportation sectors will require widespread partnership with private citizens and businesses.

However, the City does have significant and direct influence over community-wide emissions through its policies that determine how land use evolves and changes over time and the standards it sets for building and road development. These areas are within the City's immediate control and are crucial for fostering sustainable community growth. By prioritizing emissions-reducing strategies in the upcoming Comprehensive Plan Update and Green Building Strategy, the City has two powerful and immediate opportunities to help mitigate the expected rise in community emissions.

This inventory marks the City's first assessment of the measurable impacts of its early climate action efforts, and these results will inform further refinement and prioritization of the most impactful community actions in the 2026 update to the Climate Action Framework.

Methodology and Data Sources

To complete this inventory, the City of Vancouver utilized tools and guidelines from ICLEI – Local Governments for Sustainability (ICLEI), which provides authoritative direction for greenhouse gas emissions accounting. City staff conducted the inventory in-house following the U.S. Community Protocol for Accounting and Reporting Greenhouse Gas Emissions and the Local Government Operations Protocol. ICLEI provided a Quality Assurance and Quality Control review of the 2023 GHG Inventory, and any discrepancies identified were corrected in the final report.

Over time, available data sources and best practices for greenhouse gas accounting have evolved, which can result in changes between inventories. To maintain methodological consistency, improvements made for the 2023 GHG Inventory were also carried over to 2019 data for comparison purposes. The most significant changes from the original 2019 inventory can be observed in how emissions are attributed to the Water and Wastewater Treatment sector in the Municipal Inventory, significantly lower community-wide air travel emissions estimated based on actual emissions at PDX Airport rather than population growth, and overall progress to goal reported in 2019. A detailed accounting of changes to the 2019 GHG Inventory data is included in Attachment A. City Climate Program staff will continue to improve these data and methods in future years to provide efficient and purposeful reporting.

It is also important to note that the City's greenhouse gas inventory reporting process does not reflect all priorities outlined in the Climate Action Framework nor all actions underway to adapt to and mitigate against climate change in our community and municipal operations. For example, natural systems are key to building and sustaining community and ecosystem resilience locally, but the impact of important programs implemented under the Climate Action Framework like Naturespaces and increased street tree planting by Urban Forestry are not directly represented in the GHG Inventory. As we work toward our emissions-based targets, these critical climate actions should not be overlooked or undervalued due to their absence from emissions accounting systems.

Next Steps

- Utilize the 2023 GHG Inventory results to inform upcoming budget and policy decisions.
- Analyze drivers of community emissions to inform 2026 update to the Climate Action Framework.
- Continue to strengthen data tracking and GHG accounting methods to ensure efficient and purposeful reporting on the impact of our actions, including exploration of a natural systems inventory and updating of the 2007 baseline to better compare to current inventories.

Attachments:

A: 2023 Inventory of Community and Government Operations Greenhouse Gas Emissions

Stacey Dalgaard, Associate Climate Project Coordinator, City Manager's Office
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Rebecca Small, Senior Policy Analyst, City Manager's Office
rebecca.small@cityofvancouver.us, (360) 839-6128

A photograph of a wooden water tower in a field under a sunset sky. The water tower is made of dark wood and has a conical roof with a small weather vane. It is situated in a field of tall grass and wildflowers. The sky is a mix of orange, pink, and blue, suggesting a sunset or sunrise. The water tower is the central focus of the image.

City of Vancouver

2023 Inventory of Community and Government Operations Greenhouse Gas Emissions

SEPTEMBER 9, 2024

**Produced by the City of
Vancouver Climate**

Program with Assistance
from ICLEI – Local
Governments for
Sustainability USA

Credits and Acknowledgements

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Rebecca Small, Senior Policy Analyst / Climate Lead, City of Vancouver

Aaron Lande, Programs and Policy Manager, City of Vancouver

Matt Babbitts and Bill Hibbs, Clark Public Utilities

Nelson Holmberg, Northwest Natural

Mark Harrington, SW Washington Regional Transportation Council

Spenser Sutinen, C-TRAN

Kyle Diesner, City of Portland

Mary Mattix, Port of Vancouver

Frank Dick and Patrick Craney, City of Vancouver Wastewater and Water Utilities

Brett Setterfield, City of Vancouver Community Development

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Executive Summary

The City of Vancouver recognizes that greenhouse gas (GHG) emissions from human activity are catalyzing profound climate change, the consequences of which pose substantial risks to the future health, wellbeing, and prosperity of our community. To respond to this crisis, the Vancouver City Council adopted the Climate Action Framework in December 2022 and set a target year of 2040 for community-wide carbon neutrality.

To monitor progress and adjust strategies to meet the goals set out in the Climate Action Framework, Council directed the City to update its Greenhouse Gas (GHG) Inventory every four years. This report provides estimates of greenhouse gas emissions resulting from activities in City of Vancouver as a whole in 2023 as well as emissions specifically from the City's government operations after one year of work under the Climate Action Framework. The latest update follows previous inventories conducted in 2019 and 2007.¹

As of 2023, emissions community-wide are down 27% and municipal operations emissions have fallen 54% as measured relative to their respective 2007 baseline inventories (Figure 1).

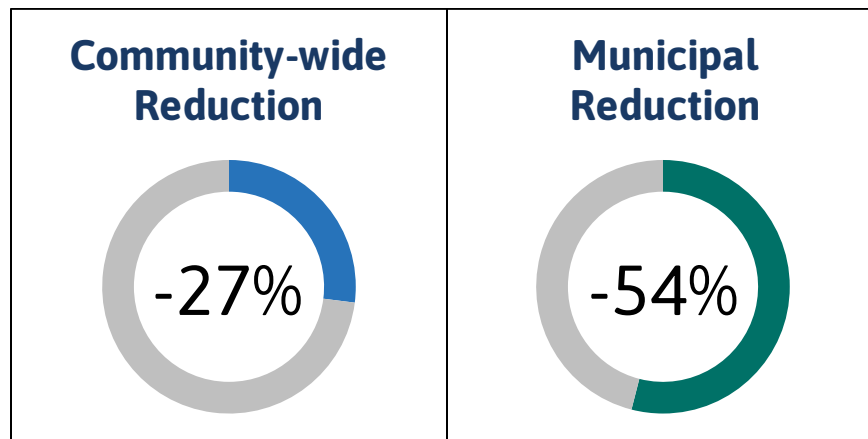


Figure 1: Emissions Reduction from 2007 baseline to 2023

These inventories demonstrate that ambitious goals are critical to motivate the necessary action to stem the worst impacts of climate change. The City has made significant progress on municipal emissions reduction by investing in capital projects and fuel switching in our fleet vehicles, yet more aggressive action is needed to reach our interim targets and set a leading edge pace for climate action in Vancouver.

¹ Over time, available data sources and best practices for greenhouse gas accounting have improved, which can result in changes between inventories. The 2019 and 2023 GHG Inventories were conducted using the same methodology, but the original 2007 GHG Inventory did not measure all of the same emissions sectors or use the same accounting tools and practices. More details on updates to the 2019 inventory for alignment with the 2023 inventory can be found in Appendix B.

In addition to energy efficiency and renewable energy projects to offset overall energy demand by government facilities, forecasts show that transitioning government buildings and vehicles, where appropriate, to electric power sources will put the City in a position to benefit from the rapid decarbonization of the electricity grid mandated by the Clean Energy Transformation Act (CETA). This state policy requires Washington's electric utilities to be GHG neutral by 2030 and 100% carbon-free by 2045, which will drive down emissions in buildings, water and wastewater treatment, street lights, and fleet vehicles that run on electricity.

While cleaner electricity will be a driving force in meeting municipal emissions targets, it is not enough on its own to maintain a downward trajectory for emissions community-wide. Population growth and the return to pre-pandemic travel norms are expected to push transportation sector emissions upward over time without significant interventions to shift behavior.

Many communities in the United States have started to take responsibility for addressing climate change at the local level, and the City of Vancouver has significant and direct influence over community-wide emissions through its policies that determine how land use evolves and changes over time and the standards it sets for building and road development. Reducing fossil fuel use in the community can have many benefits in addition to reducing greenhouse gas emissions. More efficient use of energy decreases utility and transportation costs for residents and businesses. Retrofitting homes and businesses to be more efficient creates local jobs. In addition, when residents save on energy costs, they are more likely to spend at local businesses and add to the local economy. Reducing fossil fuel use improves air quality, and increasing opportunities for walking and bicycling improves residents' health.

These areas are crucial for fostering sustainable community growth, but changing the existing built environment and shifting human behavior are two of the hardest challenges we face in shifting our climate future. As our community grows in its size, economy, and vibrancy, reducing emissions in the Buildings and Transportation sectors will require widespread partnership with private citizens and businesses.

This inventory marks the City's first assessment of the measurable impacts of its early climate action efforts, and these results will inform further refinement and prioritization of the most impactful community actions in the 2026 update to the Climate Action Framework.

Key Findings

Figure 2 shows communitywide emissions by sector, which have declined 27% overall relative to the 2007 baseline inventory. The largest contributors remain On-Road Vehicles (37%) and Buildings & Energy as a sector (37%), followed by Other Emissions (11%), which include process and fugitive emissions from refrigerants, natural gas leakage, and electric power transmission losses. Actions to reduce emissions in all sectors are a key part of the City of Vancouver's Climate Action Framework. However, meeting community-wide carbon-neutrality goals will require widespread private partnership to shift behavior and retrofit existing buildings.

Figure 3 shows local government operations emissions, which have declined 54% relative to the 2007 baseline. Water & Wastewater Treatment accounts for a vast majority (47%) of these emissions. The next largest contributor is Buildings & Facilities (23%), followed by Fleet (11%) and Employee Commute (7%). Paired with the greening of our purchased electricity, there is a strong pathway to realize our municipal climate goals with continued investment in emissions reduction measures. Capital projects already planned over the next biennium and beyond will significantly cut emissions in our largest sectors.

The Inventory Results section of this report provides a detailed profile of emissions sources within Vancouver; information that is key to guiding local reduction efforts.

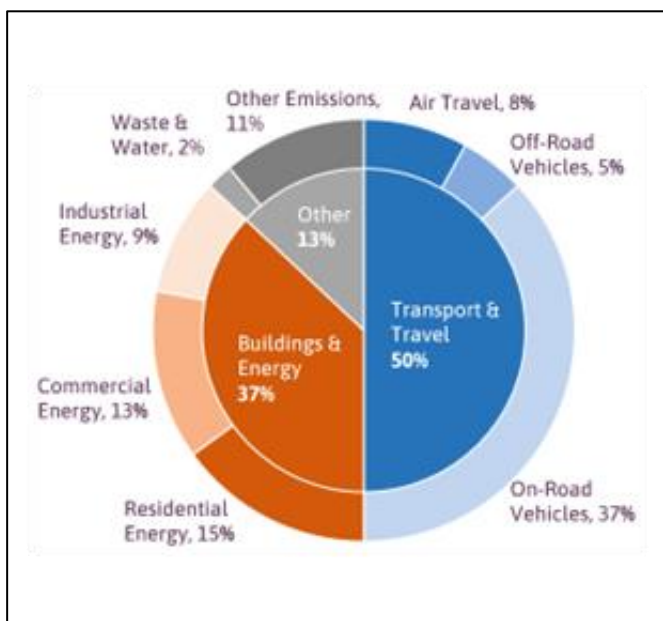


Figure 2: Community-wide Emissions by Sector

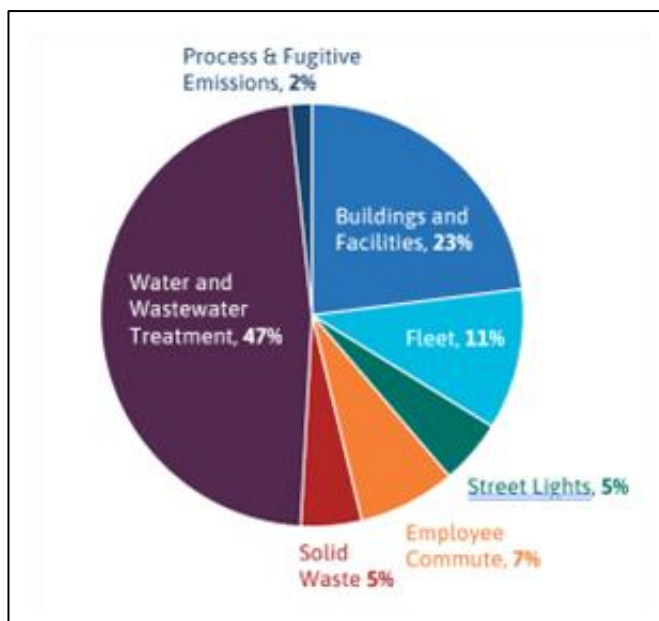


Figure 3: Government Operations Emissions by Sector

Inventory Methodology

Understanding a Greenhouse Gas Emissions Inventory

This report presents emissions from both the Vancouver community as a whole and from operations of the City of Vancouver municipal government. The government operations inventory is mostly a subset of the community inventory, as shown in Figure 4.

Emissions tracking and reporting serves multiple purposes. Climate targets and plans need to be reviewed regularly to bring in the necessary level of ambition to achieve net-zero emissions by 2040. Documentation of emissions sources allows transparency and accountability to the public. And trends observed year-over-year provide direction for large planning processes.

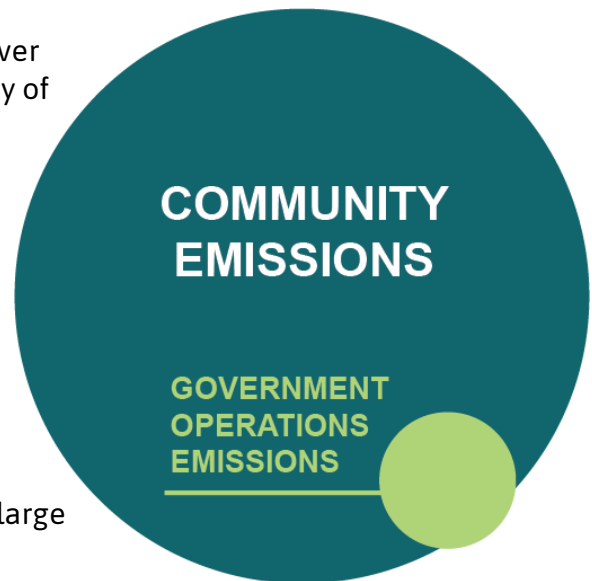


Figure 4: Relationship of Community and Government Operations Inventories

To complete this inventory, City of Vancouver utilized tools and guidelines from ICLEI - Local Governments for Sustainability (ICLEI), which provides authoritative direction for greenhouse gas emissions accounting. Over time, available data sources and best practices for greenhouse gas accounting have evolved, which can result in changes between inventories. The 2007 GHG Inventory, which was the City's first inventory and is used as a baseline for emissions reduction targets, draws on several protocols that were early iterations of what we use today but does not include all of the same sources of emissions that are accounted for in 2019 and 2023.

The 2019 and 2023 inventories use the approach and methods provided by the U.S. Community Protocol for Accounting and Reporting Greenhouse Gas Emissions (Community Protocol) and the Local Government Operations Protocol for Accounting and Reporting Greenhouse Gas Emissions (LGO Protocol), both of which are described below. For 2023, calculations were made using ICLEI's ClearPath software, and Quality Assurance/Quality Control was conducted by ICLEI.

Three greenhouse gases are included in this inventory: carbon dioxide (CO₂), methane (CH₄) and nitrous oxide (N₂O). Many of the charts in this report represent emissions in "carbon dioxide equivalent" (CO₂e) values, calculated using the Global Warming Potentials (GWP) for methane and nitrous oxide from the IPCC 5th Assessment Report.²

² The Global Warming Potential of Carbon Dioxide (CO₂) is 1, Methane (CH₄) is 28, and Nitrous Oxide (N₂O) is 265. (IPCC, 2014)

Community Emissions Protocol

Version 1.2 of the U.S. Community Protocol for Accounting and Reporting GHG Emissions³ was released by ICLEI in 2019 and represents a national standard in guidance to help U.S. local governments develop effective community GHG emissions inventories.

The community inventory in this report includes emissions from the five Basic Emissions Generating Activities required by the Community Protocol. These activities are:

- Use of electricity by the community as reported by Clark Public Utilities
- Use of fuel in residential and commercial stationary combustion equipment
- On-road passenger and freight motor vehicle travel
- Use of energy in potable water and wastewater treatment and distribution
- Generation of solid waste by the community

The community inventory also includes the following activities:

- Wastewater processing and combustion of biosolids
- Air travel within Vancouver and itinerant air traffic by Vancouver residents
- Public transit
- Off-road passenger and freight travel, including marine and rail
- Fugitive emissions from key refrigerants and natural gas leakage
- Electric power transmission losses

Local Government Operations (LGO) Protocol

In 2010, ICLEI, the California Air Resources Board (CARB), and the California Climate Action Registry (CCAR) released Version 1.1 of the LGO Protocol.⁴ The LGO Protocol serves as the national standard for quantifying and reporting greenhouse emissions from local government operations.

The following activities are included in the LGO inventory:

- Electricity and natural gas consumption from buildings, facilities, and street lights
- Use of energy in potable water and wastewater treatment and distribution
- Wastewater treatment processes, including combustion of biosolids
- On-road transportation from employee commute and vehicle fleet
- Solid waste generated at government facilities
- Fugitive emissions from key refrigerants and natural gas leakage

³ ICLEI. 2012. US Community Protocol for Accounting and Reporting Greenhouse Gas Emissions. Retrieved from <http://www.iclei.org/tools/ghg-protocol/community-protocol>

⁴ ICLEI. 2008. Local Government Operations Protocol for Accounting and Reporting Greenhouse Gas Emissions. Retrieved from <http://www.iclei.org/programs/climate/ghg-protocol/ghg-protocol>



Community Emissions Inventory Results

The City of Vancouver aims to reduce community-wide greenhouse gas emissions 80% by 2030 and become carbon neutral by 2040. Since 2019, Vancouver's community-wide greenhouse gas emissions have continued to decline and now amount to a 27% reduction relative to the 2007 baseline inventory.

This change in overall emissions appears to be driven largely by buildings being powered by cleaner electricity sources (i.e. grid decarbonization) and lingering effects of the COVID-19 pandemic on transportation patterns, as well as increased appliance and vehicle efficiency. In other sectors, improved composting is keeping emissions associated with landfilled solid waste down, while fugitive emissions from refrigerants and air conditioning have increased.

The total communitywide emissions for the 2023 inventory are shown in Table 1 and Figure 5.

Table 1: Communitywide Emissions Inventory (2023)

Sector	Fuel or Source	2023 Usage	Usage unit	2023 Emissions (MTCO _{2e})	% Change from 2019*
Residential Energy	Electricity (Clark Public Utilities)	935,798,884	kWh	132,074	0%
	Natural gas (Northwest Natural)	17,748,236	Therms	94,397	5%
Residential Energy total				226,471	2%
Commercial Energy	Electricity (Clark Public Utilities)	768,724,075	kWh	108,494	-11%
	Natural gas (Northwest Natural)	14,949,639	Therms	79,512	7%
Commercial Energy total				188,006	-4%
Industrial Energy	Electricity (Clark Public Utilities)	349,090,417	kWh	49,269	14%
	Natural gas (Northwest Natural)	15,424,459	Therms	81,864	251%
Industrial Energy total				131,133	63%
On-Road Transportation	Gasoline (passenger vehicles)	978,284,636	VMt	390,148	-15%
	Diesel (passenger and freight)	101,318,961	VMt	145,367	-13%
Transit	Diesel	454,225	VMt	7,325	-8%
	Gasoline	30,152	VMt	40	-47%
Aviation	Aviation Gasoline	11,336,811	gal	110,404	-73%*
Off-Road	Diesel	508,807	MMBtu	37,659	4%
	Gasoline	297,668	MMBtu	21,420	15%
	LPG	107,177	MMBtu	6,600	1468%
	CNG	11,178	MMBtu	692	180%
Marine (Freight)	Diesel	53,736	MMBtu	3,974	82%
Rail (Freight)	Diesel	21,909	MMBtu	1,620	-70%
Transportation total				725,249	-34%
Solid Waste	Waste Generated	128,152	Tons	23,634	-10%
Solid Waste total				23,634	-10%
Water & Wastewater	Water Treatment Energy Usage	21,800,000	kWh	3,077	1%
	Wastewater Treatment Energy Usage	17,664,192	kWh	2,514	9%
		3,960	Therms		
	Wastewater Treatment	6,068	million gal/yr	205	6%
	Nitrogen Discharge	1,258	kg N/day	956	18%
	Combustion of Biosolids	21	MT/day	1,866	19%
Water & Wastewater total				8,618	9%
Process & Fugitive Emissions	Fugitive Emissions from Natural Gas Distribution			8,350	36%
	Process Emissions from Refrigerant Use (HFCs and PFCs)			130,084	22%
Process & Fugitive total				138,434	23%
Upstream Impacts of Activities	Electric Power Transmission Losses			15,066	-1%
Upstream Impacts total				15,066	-1%
Total community-wide emissions				1,456,611	-17%

*Table 1 Note: The percent change from 2019 is based on adjusted 2019 GHG Inventory numbers reported in Appendix B. Also, much of the -73% change reported in Aviation is due to variation in how emissions were calculated in 2019 and 2023. This is the only sector where different methodologies were used between the two inventory years.

Figure 5 shows the distribution of communitywide emissions by sector. On-road vehicles are the largest contributor (37%), followed by residential (15%) and commercial (13%) buildings and fugitive emissions from refrigerants and natural gas distribution (Other Emissions, 11%). Industrial Energy (9%) and Waste & Water (2%) sectors are other areas where the City has influence to help drive down overall community emissions.

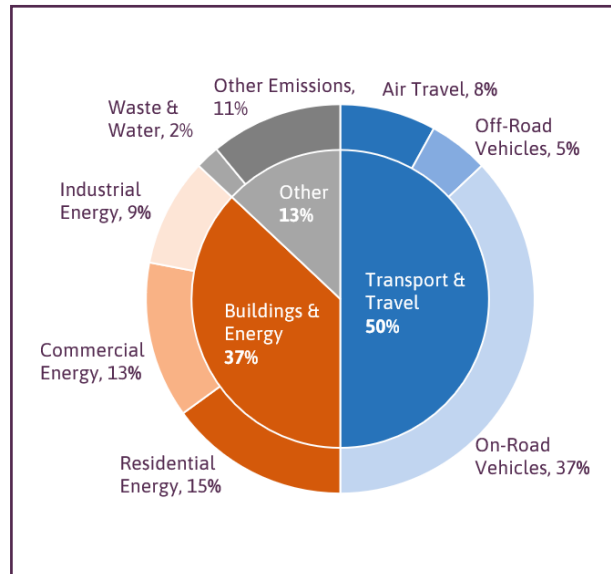


Figure 5: Community-wide Emissions by Sector

Even as population increased from 2019 to 2023, Transportation sector emissions have declined due in large part to lingering effects of the COVID-19 pandemic. Community-wide vehicle miles traveled increased since 2020 but still have not reached pre-pandemic levels. Additionally, a change in methodology for attributing Air Travel from Portland International Airport for Vancouver travelers is contributing to the decline in total Transportation emissions in 2023. These reductions in overall Transportation emissions were significant enough to offset smaller increases in emissions in other sectors.

In Buildings, actual energy use has increased in all three sectors, particularly residential. However, GHG emissions remained steady or went down for electric customers, despite this increasing demand. This is likely a result of increased clean energy in the Clark Public Utilities resource mix. Natural gas usage and related emissions are both increasing in parallel. The industrial sector saw a particularly large increase in natural gas usage by businesses who procure fuels themselves and transport it via NW Natural's system.

Other sectors that saw increased emissions were Water & Wastewater and Process & Fugitive emissions. Water & Wastewater energy use is directly influenced by the amount of water that requires treatment on behalf of the community, which increases along with the population. Water conservation programs are promising for helping to reduce emissions in this sector, and both utilities continue to invest in major capital projects to modernize treatment systems and reduce emissions.

Lastly, Solid Waste saw a decrease in emissions despite an increase in solid waste collected from residences and businesses in Vancouver and sent to the landfill. This is likely due to increased rates of composting. Although this inventory does not account for composting directly, the waste characterization includes much less organic material going to the landfill than in previous years.

Next Steps

Changing the existing built environment and shifting human behavior are two of the hardest challenges we face in shifting our climate future. As our community grows in its size, economy, and vibrancy, reducing emissions in the Buildings and Transportation sectors will require widespread partnership with private citizens and businesses.

However, the City does have significant and direct influence over community-wide emissions through its policies that determine how land use evolves and changes over time and the standards it sets for building and road development. These areas are within the City's immediate control and are crucial for fostering sustainable community growth. By prioritizing emissions-reducing strategies in the upcoming Comprehensive Plan Update and Green Building Strategy, the City has two powerful and immediate opportunities to help mitigate the expected rise in community emissions.



Government Operations Emissions Inventory Results

The City of Vancouver aims to reduce greenhouse gas emissions from local government operations 80% by 2025 and become carbon neutral by 2040.

The City has made steady progress in reducing its greenhouse gas emissions from municipal operations, which total approximately 1% of all emissions community-wide. As of 2023, there has been a 54% reduction in municipal emissions as measured relative to the 2007 baseline inventory. An additional 10,600 MTCO₂e will need to be cut to reach the 80% reduction target.

Government operations emissions for inventory year 2023 are shown in Table 2 and Figure 6.

Table 2: Local Government Operations Inventory (2023)

Sector	Fuel or Source	2023 Usage	Usage unit	2023 Emissions (MTCO ₂ e)	% Change from 2019*
Buildings & Facilities	Electricity	19,520,695	kWh	2,755	-19%
	Natural Gas	299,180	Therms	1,591	17%
Buildings & Facilities total				4,346	-9%
Street Lights	Electricity	6,632,058	kWh	936	-29%
Street Lights total				936	-29%
Vehicle Fleet	E-10 Gasoline (on-road)	2,859,713	VMT	1,984	2%
	R99 Diesel (on-road)	785,156	VMT	14	-99%
	Propane Autogas (on-road)	40,055	VMT	31	NA
	E-10 Gasoline (off-road)	1,100	gal	9	-65%
	R99 Diesel (off-road)	11,842	gal	1	-98%
	Propane (off-road)	154	gal	1	-50%
Vehicle Fleet total				2,040	-35%
Employee Commute	Gasoline	31,84,508	VMT	1213	-35%
	Diesel	329,626	VMT	183	-33%
	Transit	172,422	VMT	10	-55%
Employee Commute total				1,406	-35%
Solid Waste	Waste Generation	5,315	Tons	877	-6%
Solid Waste total				877	-6%
Water & Wastewater	Water Treatment Energy Usage	21,800,000	kWh	3,077	1%
	Wastewater Energy – Electricity	17,664,192	kWh	2,493	8%

	Wastewater Energy – Natural Gas	3,960	Therms	21	11%
	Wastewater Energy – Diesel	28,663	gal	295	-5%
	Wastewater Treatment	7,653*	million gal/yr	259	7%
	Nitrogen Discharge	1,258	kg N/day	956	18%
	Combustion of Biosolids	21	MT/day	1,866	19%
Water & Wastewater total				8,967	8%
Process & Fugitive Emissions	Fugitive Emissions from Natural Gas Distribution			52	16%
	Process Emissions from Refrigerant Use (HFCs)			262	1091%
Process & Fugitive Emissions total				314	369%
Total government emissions				18,886	-9%
*Note: The percent change from 2019 is based on the adjusted 2019 GHG Inventory numbers reported in Appendix B.					

Figure 6 shows the distribution of emissions among the sectors included in the inventory. Water & Wastewater Treatment (47%) represents the majority of emissions, followed by Buildings & Facilities (23%) and Fleet (11%). Employee Commute (7%), Street Lights (5%), Solid Waste (5%), and Fugitive Emissions (2%) account for a smaller but not insignificant portion of emissions that will also need to be cut to achieve the City’s goals.

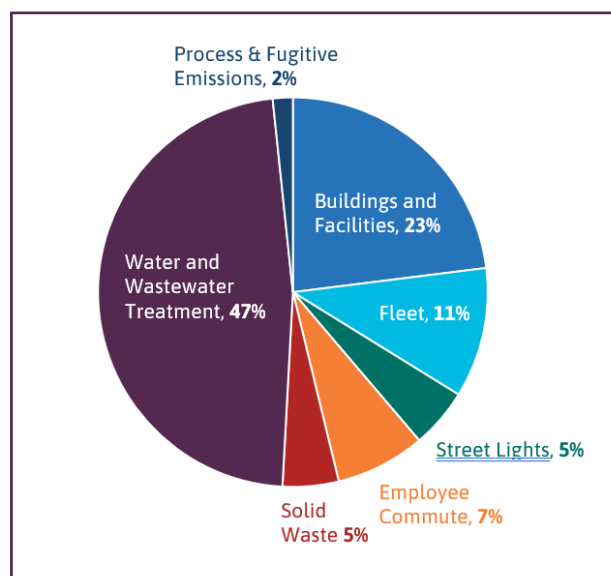


Figure 6: Local Government Operations Emissions by Sector

Between 2019 and 2023, significant progress was achieved through ongoing planning and projects, complemented by high-impact operational changes in 2023 and the influence of

external factors such as cleaner electricity sources. Figure 7 shows the change over time in municipal greenhouse gas emissions by sector.

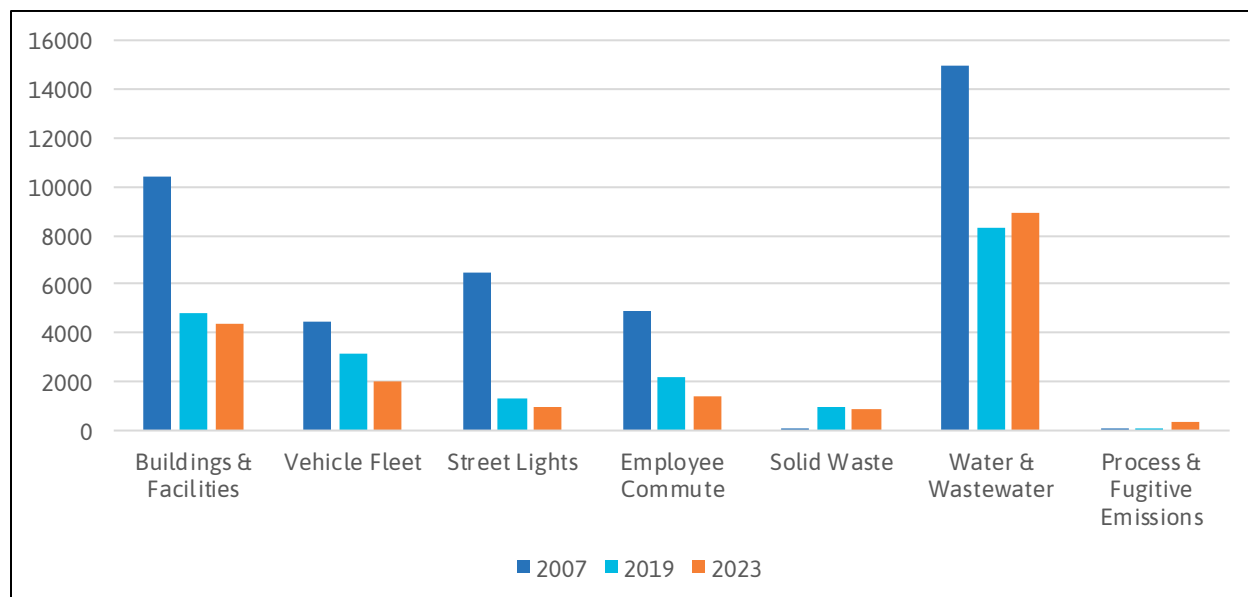


Figure 7: Change in Municipal GHG Emissions by Sector (2007, 2019, and 2023)

Significant factors driving recent changes in municipal emissions include:

- Fuel Switching:** Fleet Services achieved some of the largest GHG reductions since 2019 through its innovative adoption of renewable fuels. As of 2023, all diesel vehicles and equipment used in City operations have fully transitioned from standard fossil fuel diesel to a 100% renewable, plant-based diesel fuel called R99. This change led to a significant decrease in GHG emissions and other air pollutants from the City's diesel fleet, leaving gasoline vehicles as the primary source of emissions measured in the Fleet sector of the inventory.
- Energy Efficiency Projects:** Since 2019, Public Works upgraded 18,000 streetlights to more energy efficient LED fixtures and continued our history of regular energy efficiency improvements to our wastewater treatment systems. These projects reduced energy use and associated GHG emissions, while also saving the City more than \$700,000 in energy costs annually. Projects are often developed in partnership with Clark Public Utilities and result in additional energy incentives to the City.
- Telework Policies:** New work-from-home policies implemented during the pandemic, along with Commute Trip Reduction incentive programs, have reduced employee driving trips. Vehicle emissions also continue to trend downward due to federal fuel efficiency standards for new cars.
- Decarbonization of the Electricity Grid:** Clark Public Utilities (CPU), following Washington's Clean Energy Transformation Act (CETA), is progressing toward its required transition to a carbon-neutral electricity supply by 2030. Cleaner electricity will help

drive down emissions from buildings, streetlights, and water and wastewater treatment over time.

- **Regional Population Growth:** The net increase in Water & Wastewater sector emissions is likely driven by increases in customers served by our municipal-owned utilities, which serve both residents of the City of Vancouver and neighboring unincorporated areas. Increased water demands community-wide will require increased energy usage by utilities to maintain high levels of service, and Water & Wastewater is expected to remain one of the City's largest emissions sectors.
- **Hotter/Colder Weather:** Without further analysis, we are unable to know how much effect to attribute to more frequent, extreme, and prolonged heat and winter storms, but we do expect that these weather events will have upward pressure on buildings-related emissions and fugitive emissions related to air conditioning refrigerants.

Next Steps

The local government operations emissions inventory points to a need for continued investment in infrastructure, staff capacity, and capital projects that have longer planning horizons to accelerate our progress toward interim targets at a leading-edge pace. The City must continue to make progress in every sector, while also prioritizing equipment transitions to electricity sources to ensure municipal operations are on a downward trajectory as the electricity grid is decarbonized.



Conclusion

The 2023 GHG Inventory marks the City's first assessment of the measurable impacts of its early climate action efforts after one year of work under the Climate Action Framework. Significant progress has been made to reduce emissions from municipal operations, and foundational policies are underway to mitigate the expected rise in community emissions.

This inventory shows that buildings as well as communitywide transportation patterns will be particularly important to focus on, which will require widespread partnership with private citizens and businesses, as well as strong policies to prioritize emissions-reducing strategies where the City has significant and direct influence. On the municipal side, reducing energy use wherever possible and transitioning to electric equipment will position the City to take the greatest advantage of the benefits of grid decarbonization.

It is also important to note that the City's greenhouse gas inventory reporting process does not reflect all priorities outlined in the Climate Action Framework nor all actions underway to adapt to and mitigate against climate change in our community and municipal operations. For example, natural systems are key to building and sustaining community and ecosystem resilience locally, but the impact of important programs implemented under the Climate Action Framework like Naturespaces and increased street tree planting by Urban Forestry are not directly represented in the GHG Inventory. As we work toward our emissions-based targets, these critical climate actions should not be overlooked or undervalued due to their absence from emissions accounting systems.

The City of Vancouver will continue to track key energy use and emissions indicators on an on-going basis, and data and methods will be improved over time to provide efficient and purposeful reporting. The next GHG inventory will be completed for the year 2027 to assess progress resulting from actions implemented in the coming years.

Appendix A:

Methodology Details

The following tables show each activity, related data sources, and notes on data gaps.

Energy

This inventory includes electricity and natural gas for the building sectors. Other sources that may be present in the community but are not accounted for include non-utility fuels (e.g. wood or oil heat) and other fuels used in industrial processes.

Table 3: Energy Data Sources

Activity	Data Source	Data Gaps/Assumptions
Communitywide		
Residential, commercial, and industrial electricity consumption	Clark Public Utilities	Electricity usage for customers within the City of Vancouver is reported by sector.
Residential, commercial, and industrial natural gas consumption	Northwest Natural	Weather-normalized natural gas loads for customers within the City of Vancouver are reported by sector. "Transportation" loads are included in the industrial sector.
Local Government Operations		
Electricity consumption	Clark Public Utilities (CPU)	Electricity usage is calculated from consolidated bills for all City accounts provided by CPU. Street Lights electricity is based on one of the largest street lights accounts; other street lights and traffic lights are behind meters connected to building accounts and cannot be separated out from building totals.
Natural gas consumption	Northwest Natural (NWN)	Natural gas loads for all City accounts are provided by NWN.

Table 4: Emissions Factors for Electricity Consumption

Year	CO ₂ (lbs/MWh)	CH ₄ (lbs/GWh)	N ₂ O (lbs/GWh)
2022	310.6971	7.71	0.89

Transportation

Table 5: Transportation Data Sources

Activity	Data Source	Data Gaps/Assumptions
Communitywide		
On-road vehicle miles travelled	Google Environmental Insights Explorer (EIE)	Google EIE provides origin and destination data based on cell phone location services. VMT attributed to this inventory includes 50% of inbound, 50% of outbound, and 100% of in-boundary VMT. Inventory does not account for electric vehicle adoption.
Off-road vehicles	US EPA National Emissions Inventory (NEI)	Population is used to scale county-level data from NEI to represent non-road equipment in the City of Vancouver.
Transit ridership	C-TRAN	Total VMT and fuels are reported by C-TRAN and scaled using C-TRAN ridership data on total passenger boardings vs. boardings in Vancouver.
Air travel	City of Portland, Port of Portland	Data provided by City of Portland on estimated actual emissions for flights leaving PDX to their first destination in 2022 is scaled using percent of travelers from Vancouver ZIP codes provided by Port of Portland traveler surveys.
Local Government Operations		
Government vehicle fleet	Fleet Services	Data is tracked and reported using Fleet management software.
Employee commute	WSDOT Commute Trip Reduction (CTR) Employee Commute Survey (City Hall)	City Hall employee commute surveys are used as the basis for commute mode split and scaled to represent the entire employee population. This likely underreports emissions in this sector. As other City facility locations are surveyed, this method will be improved.

For vehicle transportation, it is necessary to apply average miles per gallon and emissions factors for CH₄ and N₂O to each vehicle type. National default emissions factors are utilized for all vehicle types (see Table 6) except transit vehicle fuel economy where provided by C-TRAN.

Table 6: MPG and Emissions Factors by Vehicle Type

Fuel	Vehicle type	MPG	CH ₄ g/mile	N ₂ O g/mile
Gasoline	Passenger car	25.3	0.0084	0.0069

Gasoline	Light truck	18.2	0.0117	0.0087
Gasoline	Heavy truck	5.383557	0.0719	0.0611
Gasoline	Motorcycle	44	0.0084	0.0069
Diesel	Passenger car	25.3	0.0005	0.0010
Diesel	Light truck	18.2	0.0010	0.0015
Diesel	Heavy truck	6.561615	0.0051	0.0048

Water & Wastewater Treatment

Table 7: Water & Wastewater Data Sources

Activity	Data Source	Data Gaps/Assumptions
Communitywide & Local Government Operations		
Nitrogen Discharge	Wastewater Utility	In the community-wide inventory, wastewater volume of water treated and population served is scaled to City of Vancouver customers, whereas emissions related to treating water for the full service territory are accounted for in the local government inventory. A default multiplier is used for industrial commercial discharge.
Biosolids Combustion	Wastewater Utility	Metric tons and energy content of biosolids is reported by the utility.
Energy used in wastewater treatment facilities	Wastewater Utility	Annual electricity use for treatment processes, natural gas loads for the incinerator, and diesel consumption are reported by the utility.
Energy used in potable water treatment	Water Utility	Annual electricity use for treatment processes is reported by the utility.

Solid Waste

This inventory includes total landfill waste generated by the community and sent to Finley Butte Landfill in Boardman, Ore. The waste mix characterization is based on the Department of Ecology 2020-21 Waste Characterization Study. Composting is not calculated separately for community or government operations, but estimates of organics are included in the waste characterization.

Table 8: Solid Waste Data Sources

Activity	Data Source	Data Gaps/Assumptions
----------	-------------	-----------------------

Communitywide		
Landfilled solid waste	Solid Waste Department	Includes residential, commercial, and industrial solid waste collected by Waste Connections.
Local Government Operations		
Landfilled solid waste	Solid Waste Department	Includes waste generated at City of Vancouver government facilities and ash and other special waste from the wastewater treatment facility.

Fugitive Emissions & Upstream Impacts

Table 9: Fugitive Emissions & Upstream Impacts Data Sources

Activity	Data Source	Data Gaps/Assumptions
Communitywide		
Natural gas distribution	ICLEI	National defaults are used for leakage rate and emissions factors for natural gas, which is applied to total therms of natural gas used community-wide.
HFCs & PFCs	US EPA Inventory of U.S. GHG Emissions and Sinks 1990-2022	Estimates were made using national data for HFCs and PFCs and scaling it using population to attribute emissions for the City of Vancouver.
Electric Power Transmission Losses	EPA Emissions & Generation Resource Integrated Database (eGRID)	Western Grid Gross Loss Rate for 2022 is used to estimate transmission losses for communitywide electricity usage.
Local Government Operations		
Natural gas distribution	ICLEI	National defaults are used for leakage rate and emissions factors for natural gas, which is applied to total therms of natural gas used at City facilities.
HFCs	General Services Department	Quantity of HFC-410a refrigerant used in City facilities is tracked by General Services.

Inventory Calculations

The 2023 inventory was calculated following the US Community Protocol and ICLEI's ClearPath software. As discussed in Inventory Methodology, the IPCC 5th Assessment was used for global warming potential (GWP) values to convert methane and nitrous oxide to CO₂ equivalent units. ClearPath's inventory calculators allow for input of the sector activity (i.e. kWh or VMT) and emission factor to calculate the final CO₂e emissions.

Appendix B: Adjusted 2019 GHG Inventory

Over time, available data sources and best practices for greenhouse gas accounting can change and improve, which may result in discrepancies between inventories. Some jurisdictions update data from all past inventory years when methodologies change. Others keep past inventory methods intact, recognizing that year-over-year comparisons will not be usable as direct comparisons.

In developing the 2023 GHG Inventory, some updates were made to data inputs, emissions factors, activities included, and to correct for errors. To maintain methodological consistency, improvements made for the 2023 GHG Inventory were also carried over to 2019 data for comparison purposes. The Adjusted 2019 GHG Inventory data used for analysis is presented below in Tables 11 and 12.

These adjustments increased overall emissions reported for 2019 in both the Community-wide and Government Operations inventories by 8% and 28%, respectively, shifting back the trajectory toward our first interim targets, which can be seen in Table 10.

Table 10: Differences between originally reported 2019 emissions and 2019 adjusted

	Originally Reported		2019 Adjusted (Used in 2023 Inventory Report)	
Inventory	Originally reported total emissions	Reduction relative to 2007 baseline	Adjusted total emissions	Reduction relative to 2007 baseline
Community-wide Emissions	1,627,037 MTCO ₂ e	-19%	1,763,768 MTCO₂e	-12%
Government Operations Emissions	16,223 MTCO ₂ e	-61%	20,706 MTCO₂e	-50%

In the Community-wide Inventory, increased emissions were primarily driven by the change to a new data source for vehicle miles traveled (VMT) to improve accuracy. Previously, a projected value based on a 2015 model had been used to estimate 2019 VMT, and that method could not be recreated for 2023. Instead, both inventories were updated using origin and destination data based on cell phone location services available through Google Environmental Insights Explorer. This tool provides high-quality data annually for our jurisdiction and will provide a more accurate and consistent data source into the future that is representative of the on-road travel we can influence. This tool is vetted and recommended by ICLEI.

Increases in reported municipal emissions were primarily driven by the addition of wastewater treatment process activities identified as missing by the ICLEI Quality Assurance/Quality Control team. Calculators for process N₂O emissions from wastewater treatment and effluent discharge to rivers, as well as combustion of biosolids from the wastewater solids incinerator at the Westside treatment plant, contributed an additional 2,620 MTCO₂e to the adjusted 2019 Municipal Inventory. Smaller increases and decreases in 2019 emissions also resulted from new data inputs for buildings and street lights electricity usage and fleet vehicles. In both cases, reports pulled for the original 2019 inventory were not able to be recreated and new data was pulled for both inventory years to maintain consistency.

Additionally, in the Municipal Inventory, changes were made to how water and wastewater emissions are allocated, which increased the representation of Water & Wastewater Treatment in the inventory results but did not change overall municipal emissions totals (see Figures 8 and 9). Previously, all electricity-related emissions from water and wastewater treatment and distribution were allocated under the Buildings & Facilities sector. Separating these emissions out from other types of government buildings and facilities allows the City to better define and prioritize strategies and resources based on the types of activities driving emissions.

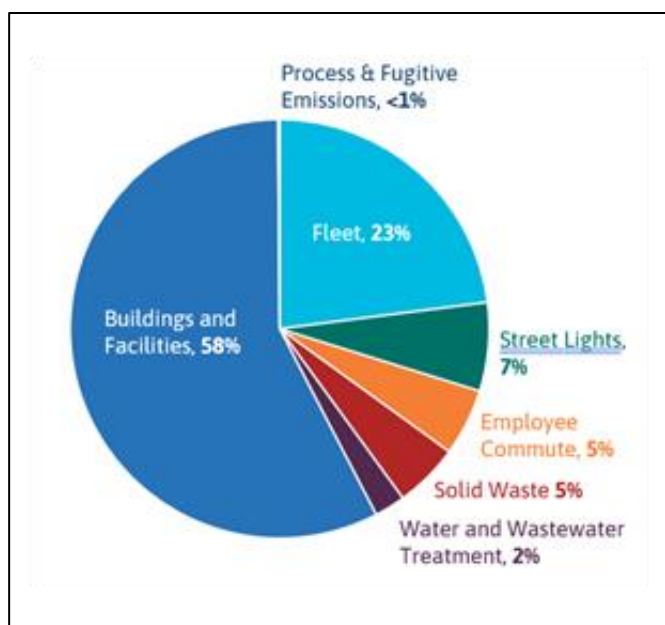


Figure 8: Original 2019 Reported Government Operations Emissions by Sector

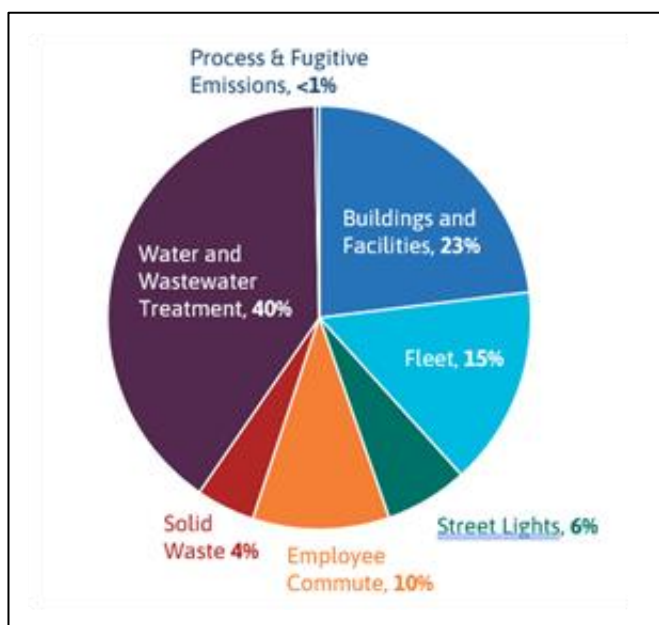


Figure 9: Adjusted 2019 Government Operations Emissions by Sector

As greenhouse gas inventory best practices evolve and data sources improve over time, changes to our methodologies and overall rate of progress-to-goal are expected. As stewards of these data, the City is responsible to maintain the most accurate accounting in order to inform programmatic investments. Both the 2019 and 2023 GHG inventories are based on the best available science for greenhouse gas accounting by local governments, and City Climate Program staff will continue to improve these data and methods in future years to provide efficient and purposeful reporting of emissions for decision making and public transparency.

Table 11: Communitywide Emissions Inventory (2019 Adjusted)

Sector	Fuel or source	2019 Usage	Usage unit	2019 Emissions (MTCO _{2e})
Residential Energy	Electricity (Clark Public Utilities)	849,728,564	kWh	132,277
	Natural gas (Northwest Natural)	16,939,928	Therms	90,097
Residential Energy total				222,374
Commercial Energy	Electricity (Clark Public Utilities)	780,129,152	kWh	121,442
	Natural gas (Northwest Natural)	13,974,309	Therms	74,325
Commercial Energy total				195,767
Industrial Energy	Electricity (Clark Public Utilities)	367,445,960	kWh	57,200
	Natural gas (Northwest Natural)	4,399,622	Therms	23,351
Industrial Energy total				80,551
On-Road Transportation	Gasoline (passenger vehicles)	1,110,039,495	VMT	461,178
	Diesel (passenger and freight)	113,818,824	VMT	167,554
Transit	Diesel	4,655,032	VMT	7,926
	Gasoline	60,030	VMT	75
Aviation	Aviation Gasoline			403,489
Off-Road	Diesel			36,210
	Gasoline			18,546
	LPG			421
	CNG			247
Marine (Freight)	Diesel	72,620	MMBtu	2,189
Rail (Freight)	Diesel	29,608	MMBtu	5,371
Transportation total				1,103,206
Solid Waste	Waste Generated	116,943	Tons	26,373
Solid Waste total				26,373
Water and Wastewater	Water Treatment Energy Usage	19,614,585	kWh	3,053
	Wastewater Treatment Energy Usage	14,763,395	kWh	2,317
		3,590	Therms	
	Wastewater Treatment	5,427	million gal/yr	193
	Nitrogen Discharge	1,063	kg N/day	808
	Combustion of Biosolids	18	MT/day	1,570
Water and Wastewater total				7,941
Process & Fugitive Emissions	Fugitive Emissions from Natural Gas Distribution			6,127
	Process Emissions from Refrigerant Use (HFCs and PFCs)			106,248
Process & Fugitive total				112,375
Upstream Impacts of Activities	Electric Power Transmission Losses			15,181
Upstream Impacts total				15,181
Total community-wide emissions in 2019				1,763,768

Table 12: Local Government Operations Inventory (2019 Adjusted)

Sector	Fuel or source	2019 Usage	Usage unit	2019 Emissions (MTCO ₂ e)
Buildings & Facilities	Electricity	21,928,099	kWh	3,414
	Natural Gas	256,492	Therms	1,364
Buildings & Facilities total				4,778
Street Lights	Electricity	8,433,374	kWh	1,313
Street Lights total				1,313
Vehicle Fleet	Gasoline (on-road)	2,828,043	VMT	1,938
	Diesel (on-road)	117,811	gal	1,143
	Gasoline (off-road)	2,990	gal	26
	Diesel (off-road)	4,260	gal	44
	Propane (off-road)	320	gal	2
Vehicle Fleet total				3,153
Employee Commute	Gasoline	4,713,795	VMT	1,870
	Diesel	473,508	VMT	274
	Transit	384,679	VMT	22
Employee Commute total				2,166
Solid Waste	Waste Generation	4,445	Tons	930
Solid Waste total				930
Water & Wastewater	Water Treatment Energy Usage	19,614,585	kWh	3,053
	Wastewater Energy – Electricity	14,763,395	kWh	2,298
	Wastewater Energy – Natural Gas	3,590	Therms	19
	Wastewater Energy – Diesel	30,037	gal	309
	Wastewater Treatment	5,427	million gal/yr	242
	Nitrogen Discharge	1,063	kg N/day	808
	Combustion of Biosolids	18	MT/day	1,570
Water & Wastewater total				8,299
Process & Fugitive Emissions	Fugitive Emissions from Natural Gas Distribution			45
	Process Emissions from Refrigerant Use (HFCs)			22
Process & Fugitive Emissions total				67
Total government emissions in 2019				20,706

Table 13 provides a list of updates that were made to the 2019 GHG Inventory during the development of the 2023 GHG Inventory to align methodologies.

Table 13: Updates to the 2019 GHG Inventory

Sector	Data/Methods Updated
Community-wide Inventory	
Transportation	<u>New data inputs:</u> VMT data updated to accurately compare to 2023. <u>Corrections:</u> Scaling factor for marine and rail emissions updated for accuracy; corrected local attribution of emissions from Pearson Field Airport.
Solid Waste	<u>Corrections:</u> Landfill characteristics updated for location in Eastern Oregon.
Upstream Impacts	<u>Corrections:</u> Formula to calculate electric power transmission losses updated for accuracy.
Municipal Operations Inventory	
Buildings & Facilities; Street Lights	<u>New data inputs:</u> Electricity usage data updated to parallel reports pulled in 2023.
Vehicle Fleet	<u>New data inputs:</u> Data for on-road gasoline and on-road diesel vehicles updated to parallel reports pulled in 2023. <u>Correction:</u> Percent biofuel in fuel blends updated for accuracy.
Solid Waste	<u>Updated methodology:</u> An improved calculator in ClearPath was used to account for landfill characteristics and align with 2023.
Water & Wastewater	<u>Updated methodology:</u> Added three missing calculators for wastewater treatment emissions, effluent discharge, and combustion of biosolids.
Process & Fugitive Emissions	<u>Updated methodology:</u> Added missing calculator for fugitive emissions from natural gas distribution attributed to natural gas usage by municipal operations.
Electricity Grid Emissions Factors	<u>Correction:</u> Emissions factors for grid electricity were updated for accuracy. This change impacts multiple sectors across both inventories.



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City Council Meeting Minutes

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

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

July 1, 2024

WORKSHOPS: 4:00-6:00 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 and CVTV cable channels 23 or HD 323, or on the City's Facebook page, or www.facebook.com/VancouverUS.

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

https://www.cvtv.org/vid_link/36583?startStreamAt=0&stopStreamAt=7705

Workers Compensation Update

(Approximately 1 Hour)

Brent Waddle, Risk and Safety Manager, 360-487-8436; Antoinette Gasbarre, Human Resources Director, 360-487-8607

Summary

Staff led Council through a discussion of the Workers Compensation Update.

Councilmember Harless was late from the workshop.

Police Levy Recommendation

(Approximately 1 Hour, to immediately follow previous workshop)

Jeff Mori, Police Chief, 360-487-7498; Natasha Ramras, Chief Financial Officer, 360-487-8484

Summary

Staff led Council through a discussion of the Police Levy Recommendation.

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 and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS. Public access and testimony on Consent Agenda items and under the Community Forum were also facilitated in person and via the GoToMeeting conference call.

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit: https://www.cvtv.org/vid_link/36585?startStreamAt=0&stopStreamAt=5231 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, Hansen, and Mayor McEnerny-Ogle

Absent: None

Proclamations: Independence Day

Mayor McEnerny-Ogle read and presented a proclamation to Arianna Perez-Perez, Evergreen High School Student and EHS Latino Union Member, Pamela Melchor Burgos, fall WSUV student and current Latino Leadership Northwest Intern and Francisco Javier Valencia, student from Fort Vancouver High School, proclaiming July 4, 2024, as Independence Day.

Community Communications

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

- Kimberlee Goheen Elbon, La Center, WA
- Carmen DeLeon, Vancouver
- Brian McCarl, Oregon

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

Consent Agenda (Items 1-8)

Council pulled item 6 for discussion.

Motion by Councilmember Paulsen, seconded by Councilmember Fox, and carried unanimously to approve items 1-5, 7 and 8 on the Consent Agenda.

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and carried unanimously to approve item 6 on the Consent Agenda.

1. **Construction Acceptance - Construction and Rehabilitation of Industrial Pump Station per Bid 22-31**

Staff Report: 124-24

The existing pump station's electrical and mechanical equipment was replaced with modern and energy efficient equipment that meets City standards. In August 2022, City Council approved a contract with Clark and Sons Excavating, Inc. to complete this work.

The contractor has satisfactorily completed this project in accordance with the provided contract plans and specifications. Contract costs are summarized below.

TOTAL CONTRACT COSTS

Labor, Equipment, and Materials	\$1,185,775.42
Sales Tax	\$103,071.38
Total	\$1,288,846.80
Retainage	\$59,288.77

The final contract amount was approximately 4% higher than the original contract amount of \$1,241,782.50. Changes were made during construction to replace other equipment within the pump station that was not suitable to be re-used and to accommodate minor design changes based on field conditions.

The apprenticeship utilization goal of 4% was met by Clark and Sons Excavating, Inc., and their subcontractors, delivering 97.5 apprenticeship hours of the total 2,403.50 project hours.

Request: Accept the Construction and Rehabilitation of Industrial Pump Station project as constructed by Clark and Sons Excavating, Inc. of Battle Ground, WA and authorize release of bond, subject to receipt of all documentation required by law.

Frank Dick, Wastewater Treatment Program Manager, 360-487-7179

Motion approved the request.

2. Contract Amendment - Approval of increasing the threshold of an existing contract with Vanquish Investment Group (DBA: Pacific Service Center): C-101447

Staff Report: 125-24

Fleet Services is currently collaborating with a vendor to upfit replacement cargo vans and enclosed cargo trailers. This upfitting includes the installation of shelving units, storage bins, partitions, ladder racks, and specialized equipment mounts tailored to specific departmental needs. The Water, Wastewater, and Grounds divisions utilize these upfitted cargo vans and trailers. At present, the fleet comprises 15 cargo vans and 10 enclosed trailers featuring these improvements.

The original contract, awarded on October 16, 2023, was valued at \$300,000. So far in 2023, four replacement cargo vans have been upfitted, with two more awaiting upfitting. Additionally, five cargo vans and two enclosed trailers scheduled for replacement in 2024 have arrived and are ready for upfitting. Expenditures for this contract are nearing the \$300,000 limit. The requested increase will cover the upfitting needs for the 2024 replacement vans and trailers. It will also accommodate the upfitting of three future cargo vans and two future cargo trailers, scheduled for replacement between 2025 and 2028. These vehicle replacement upfits will depend on the inclusion of replacement vehicles in future approved budgets.

Request: Authorize the City Manager, or their designee, to increase the spending limit with Vanquish Investment Group for cargo van upfitting on an as-needed basis by \$700,000, to a not-to-

exceed amount of \$1,000,000.

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

Motion approved the request.

3. Piggyback Contract - Approval of an increase for purchasing a sewer pipe inspection van and related equipment using Sourcewell Contract 120721-RVL: C-101556

Staff Report: 034-24

The Wastewater Division of the Public Works Department has a closed-circuit TV van, which is at the end of its lifecycle, and is due for replacement. The function of this van is to deploy high-definition cameras into sewer pipelines to perform sanitary sewer inspections.

A replacement CCTV van with video equipment is estimated to be approximately \$362,024 before applicable sales tax. Fleet Service staff requests that the Sourcewell contract be amended to include all current costs associated with the replacement of the sewer inspection van and appurtenant video equipment.

Request: Authorize the City Manager, or their designee, to approve purchases under C-101556: Sourcewell 120721-RVL for the life of the contract with SWS Equipment up to the current authorized budget.

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

Motion approved the request.

4. Contract Amendment - Professional Services Agreement for Community Court Services-Zhen Building Location

Staff Report: 126-24

In November 2023, Council ratified the City Manager's Declaration of Emergency related to homelessness. One of the recommended strategies for addressing the emergency was to increase Community Court capacity. Recovery Café has been donating the use of their space for Community Court, as well as lunch for the participants each week, since the program launched in April 2023. However, Recovery Café is unable to accommodate the change in capacity and schedule, and their space is no longer available to Community Court as of July 1, 2024.

The space needs required by the Community Court program are unique. City Staff have identified the following criteria that would be needed for an ideal location:

- (A) Low barriers to participants: accessibility for people with varied physical abilities and mobility needs, as well as avoiding buildings that carry historic institutional trauma;*
- (B) Functionality and flexibility: adequate space for multiple service providers while offering a semi-private location for court hearings;*
- (C) Affordable cost and public control: providing reasonable assurance of availability for program participants and service providers into the foreseeable future; and*
- (D) Compatibility with neighboring properties.*

The City has a space available in the City-owned “Zhen Building” at 5107 E. Fourth Plain Blvd. that meets the unique needs of the Community Court program and also keeps the program in the same general area where it has been operating since opening, ensuring a smoother transition for participants. Market rent rate of the suite available for this use is \$10 per square foot and has been vacant since November 2023. This City facility is owned 60% by the City Water Fund and 40% by City General Fund. This agreement proposes the sharing of the cost of the space between the City and District Court with the County paying \$6 per square foot, all of which will be allocated to the Water Fund, and the City contributing the value of \$4 per square foot from the General Fund. City Staff is recommending the approval of this amendment to the existing Professional Services Agreement, to ensure continuation of the Community Court program, as well as ensure the program can increase its capacity as recommended to address the homelessness emergency.

Request: Approve the amendment to Professional Services Agreement for Community Court Services - Zhen Building Location.

Jamie Spinelli, Homeless Response Manager, 360-487-8610; Linda Carlson, Property Management Specialist, 360-487-8423

Motion approved the request.

5. Partial Sewer Easement Vacation - Park Meadow Subdivision

Staff Report: 127-24

The existing sewer easement comprises a strip of land 35 feet in width immediately to the west of the previous public right of way for NE 56th Avenue in unincorporated Clark County. The dedication of additional public right of way as part of the plat for the Park Meadow subdivision has eliminated the need for a separate easement within the limits of the plat. Staff has determined that the portion of the existing easement within the plat that lies outside of the new right-of-way dedication will not be needed for maintenance of existing or proposed public sewer facilities. The partial vacation of the easement will therefore unencumber approximately the east

16 feet of lots 20 and 21 as shown on the plat. The remaining easement south of the Park Meadow plat will remain in place.

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

Sheryl Hale, Senior Civil Engineer, 360-487-7151

Motion approved the request.

6. Felida Park Senior Housing and PACE Facility - Connecting Housing to Infrastructure Program Award

Staff Report: 128-24

A RESOLUTION relating to low-income housing; providing for acceptance of the 2023 Connecting Housing through Infrastructure Program (CHIP) funding award for the Felida Park Senior Housing and PACE Facility project and authorizing the City Manager to execute agreements and other related documents on behalf of the City of Vancouver for this award.

In 2023, the Washington State Department of Commerce opened its application for the Connecting Housing to Infrastructure Program (CHIP). CHIP supports the development of affordable housing through providing funding for system development charges (SDC) and water and sewer infrastructure development. In January 2024, the City of Vancouver received \$3.49 million in CHIP funding for four housing projects.

In early 2024, Specialized Housing Inc. approached the City of Vancouver to request administration of the infrastructure portion of their CHIP grant totaling \$949,473, originally awarded to Clark County. Clark County has indicated their inability to manage the grant due to a lack of capacity. Specialized Housing, Inc. received a total CHIP grant award of \$1,430,283, of which \$949,473 will support infrastructure development and the remaining \$480,810 will pay for system development charges (SDC). Clark County Public Works will remain responsible for the SDC portion of this grant.

This CHIP award will support the development of affordable senior housing and a Program of All-Inclusive Care for the Elderly (PACE) facility, the only one of its kind in Clark County. The project will provide 65 units of affordable housing for seniors earning at or below 50% of the area median income (AMI), with 33 units set aside for households earning at or below 30% AMI. This project is also supported by the Housing Trust Fund (HTF) and Low Income Housing Tax Credits (LIHTC) funding.

The Washington State Department of Commerce has provided an award letter reallocating the grant to the City of Vancouver. The grant award can only be used for the Felida Park Senior Housing Project, which is located in

Clark County but outside city limits. The City of Vancouver will receive a management fee of \$28,484.19 (3% of the total award amount) paid by the developer to cover the costs associated with managing this grant. The funds will be provided to the developer as a low-interest loan. The City of Vancouver would be responsible for the administration of this loan. The Washington State Department of Commerce is responsible for the ongoing monitoring of this project.

Request: Approve a resolution authorizing the City of Vancouver to accept and administer the \$949,473 CHIP grant for the Felida Park Senior Housing Project and the PACE facility, and to approve the reallocation of this award from Clark County.

Hayley Woodbridge, Associate Housing Project Coordinator, 360-487-7867; Samantha Whitley, Housing Programs Manager, 360-487-7952

Motion adopted Resolution M-4284 to approve the request.

7. Aviation Advisory Committee Appointments

The purpose of the Aviation Advisory Committee (AAC) is to provide advice and recommendations to the Airport Manager, City Manager, and City Council, as well as other city departments, regarding the management and operations of the Airport and other aviation related issues affecting Pearson Field Airport and the City of Vancouver.

Council Committee 1 recently interviewed candidates for three full-term vacancies on this committee and recommends the reappointment of Laura Krueger with a term expiration of May 15, 2027, and the appointment of Austin Merle and Joe Ong to full-term positions that would begin immediately and expire May 15, 2027.

Council Committee 2 recently interviewed candidates for this committee and recommends the mid-term appointment of Shon Lindley to a position that would begin immediately and expire May 15, 2025.

If there are no objections, this appointment will be presented for Council action at the at the Monday, July 1, Council meeting.

Request: Reappoint Laura Krueger for a full-term with a term expiration of May 15, 2027. Appoint Austin Merle and Joe Ong to full-term positions that would begin immediately and expire May 15, 2027. Lastly, appoint Shon Lindley to a mid-term position that would begin immediately and expire May 15, 2025.

Council Committee 1 & 2

Motion approved the request.

8. Approval of Claim Vouchers

Request: Approve claim vouchers for June 17, 2024.

Motion approved claim vouchers in the amount of \$18,464,409.49.

Public Hearings (Item 9)

9. South Cascade Terrace Subdivision

Staff Report: 105-24

AN ORDINANCE rendering findings and issuing a decision on the South Cascade Terrace zone change from R-9 Lower Density Residential to R-17 Lower Density Residential; and a 60-lot subdivision; and providing for severability and an effective date.

On April 16, 2024, a public hearing was conducted before the Hearings Examiner. On May 9, 2024, the Hearings Examiner issued findings, conclusions and recommendations. Her findings/recommendation are that both the zone change ordinance and subdivision should be APPROVED by City Council.

Additionally, on the April 16, 2024, the SEPA appeal was heard by the Hearing Examiner and subsequently DENIED on May 9, 2024.

Request: On Monday, July 1, 2024, subject to second reading and quasi-judicial public hearing, approve the ordinance.

Kristian Corbin, Senior Planner, 360-487-7818

Mayor McEnery-Ogle opened the Quasi-Judicial Hearing for the South Cascade Terrace Subdivision.

Jonathan Young, City Attorney, provided an overview of the guidelines of conducting the hearing invoking the Appearance of Fairness Doctrine. Mr. Young stated the Council would be asked to disclose any ex parte communication or other Appearance of Fairness issues pertaining to the matter.

Mr. Young then asked each member of the Council to disclose any direct or indirect benefit they could derive from the decision and determined there were no messages requiring disclosure.

All of the Councilmembers reported nothing to disclose.

Kristian Corbin, Senior Planner, provided an overview of the South Cascade Terrace Subdivision.

Mayor McEnerny-Ogle opened the public hearing and did not receive testimony from the community.

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

Motion by Councilmember Fox, seconded by Councilmember Paulsen, and carried unanimously to approve Ordinance 4452.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Fort Vancouver Regional Library Board Update

Vikram Kotwani, Fort Vancouver Regional Library Board Member, discussed the Fort Vancouver Regional Library Board Update.

Adjournment

7:56 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

My name is Kimberlee Goheen Elbon Patriot Life Citizen of CC WA USA. Speaking to the workshop I ask Citizens to pay close attention to these two agendas. Will the solid renewal program use human waste as fertilizer? Do Vancouver Citizens know that there is an incinerator plant here and I can't imagine the pollution emitted. This program also mentions 'Natural renewable gas' while I Believe this City does not want Natural Gas at all. I'll add Citizens must get involved.

Looking at the Comprehensive Plan update with a lens of understanding that you, by following a Marxist agenda want Vancouver Citizens to accept all illegal immigrants that are here now and in the future. By being members of the United Nations the agenda is to weaken America and Our way of Life to implement the Agenda 21-2030 one world government order to rule over People and to depopulate.

Speaking to housing here – mayor Ogle is on the CCCouncil record of May 29th and would not tell the council or the Citizens where the Bridge Shelter will be located stating “ I'm sure you're very aware of the fact that once that becomes Public – that becomes a problem ! Why I ask ? Being Honest with The Public would be a problem ?! ?! ?! Get involved Citizens.

All of the consent items today as always will be passed using Hard Earned Tax Dollars and the Citizens do not have a clue about criminal joe bidens American ReScrew Plan using HETD 's so again I ask that this Local Government be audited in many areas such as the Homeless monies and general contractors' and or developers monies as examples.

Now under Communications – The Homeless Emergency response ~ We are working on getting the Homeless population here into a Council meeting and hold you accountable. I've mentioned for months that the tent camp off King and 11th - West of the Court House – need new porta-potties !!! None so far. Audit audit audit !!!

Def 3

Last but most important is the city managers report listed as City Council Policy update. What a sneaky way to bring forth to The Citizens of Vancouver that They can now have Their First Amendment Rights back after being taken away almost two years ago. I Believe that action was illegal and definitely unconstitutional to say the least. This will not go away. I'll ask Citizens to watch the VCCouncil meeting of October 24, 2022 as I was illegally taken out of chambers showing their Marxist communist treatment to Citizens. This council has proven its loyalty to the United Nations socialist Marxist communist form of governmental rule over The People by quashing Open Public Comments that should be recorded for the record but your loyalty controls The People as they will have to sit and wait for the Council meeting to adjourn and then OFF RECORD – NOT RECORDED Comments can be made by The People. What a slap in the face and I'm Hoping that these past few years of Speaking to The Vancouver Citizen will finally result in ACTIVE ASSEMBLY and INVOLVEMENT here and in all Cities in Clark County. The Clark County Council is also taking First Amendment Rights away and I ask ALL CITIZENS to Assemble in Person, by phone or zoom meetings. I ask Citizens to listen daily to FM Radio 101.1 - Citizens such as MySelf Speak on the Lars Larson show for Local Concerns – also go to geoengineeringwatch.org – also go to YouTube and watch what is happening in Congress, the House and Senate. WE MUST get active in Our Local GrassRoots government as Our ForeFathers WARNED US to do and We MUST ASSEMBLE and COMMUNICATE before the Elections - and educating Yourself is key to making Good decisions as We struggle to keep Our Freedom - Our Liberties and Our Family Values. By the way I left two messages with Fire Chief Blue with no reply. I'm asking him now on record to set aside the \$50,000 dollars he received from this City – set aside for a 2025 Fireworks Celebration at The Historic Fort Vancouver Barracks Celebrating INDEPENDENCE DAY on The Fourth of July 2025 and hence forth. There is no fire hazard and YOU WILL NOT TAKE PATRIOTISM OUT OF VANCOUVER WA USA with that excuse. The real reason is – this is a sanctuary City and

PATRIOTISM is not welcome. You took the Greatest Celebration this side of the Mississippi away because of a Marxist communist agenda and to hell with The Patriot. Not on My watch As I Serve God Family and Country - LETS MAKE AMERICA GODLY AGAIN Amen.

Submitted by Kimberlee
Goheen Elbon 6-17-24 6:45pm
[REDACTED]

101.1 FM RADIO DAILY
geoengineeringwatch.org
Youtube Congress, the House,

Staff Report: 176-24

To: Mayor and City Council
From: City Manager
Date: September 16, 2024

Subject

Final Acceptance of the W Fourth Plain Water & Sewer Improvements – Rebid, per ITB 23-29

Key Points

- Water and sewer improvements have been completed ahead of a project to fully repave West Fourth Plain Boulevard.
- Acceptance of construction improvements facilitates the release of the contractor's bond.
- The contractor exceeded the 4% apprenticeship requirement with 8% utilization.

Strategic Plan Alignment

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

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

Present Situation

Tapani, Incorporated of Battle Ground, Washington has completed the installation of a new 12-inch water main, replacing an older 8-inch cast iron water main, in West Fourth Plain Boulevard between Lincoln Avenue and Main Street. This project is part of the City of Vancouver's 2015 Comprehensive Water System Plan as necessary to convey additional water west to supplement future growth within the Port of Vancouver and surrounding areas. Sewer improvements were made in the surrounding area to eliminate joint-use sewer laterals and improve sewer service. The water and sewer work has been completed ahead of a planned street improvement project which will fully repave West Fourth Plain Boulevard next summer.

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

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	\$3,348,836.05
Sales Tax	\$291,348.74
Total	\$3,640,184.79
Retainage	BOND

The original contract amount for this project was \$3,397,933.00. Final costs for construction of the water and sewer improvements exceeded the original contract amount by nearly 7%, mainly due to

additional sewer work that had been found necessary after excavation of the roadway.

Tapani Inc. exceeded the 4% Apprenticeship Utilization Goal for this project by using 1,383.5 apprentice hours out of the total 17,834.7 project hours.

Advantage(s)

1. Increased water system reliability by replacing older mains.
2. Added capacity to convey more water to industrial areas around the Port.
3. Improved the reliability of the public sewer.
4. Utility work completed prior to repaving.

Challenge(s)

None

Budget Impact

The funds for this project were budgeted in the 2023-2024 Capital Biennial Budget, specifically Water and Sewer Utility Capital Funds.

Prior Council Review

Staff Report 165-23, September 11, 2023, Award of Bid

Action Requested

On September 16, 2024, accept the facilities as constructed by Tapani Incorporated., of Battle Ground, Washington, and authorize release of the contractor's bond, subject to receipt of all documentation required by law.

Staff Contact

Michelle Henry, Senior Civil Engineer, michelle.henry@cityofvancouver.us

Attachments:

1. Map - W 4th Plain Water Sewer Project



Staff Report: 177-24

To: Mayor and City Council
From: City Manager
Date: September 16, 2024

Subject

Piggyback Contract - Increase to US Communities Contract #4400008495, Public Safety and Emergency Preparedness Equipment (Mallory Safety & Supply LLC) - C-100986

Key Points

- The City utilizes the piggyback US Communities contract through Fairfax County, VA contract 4400008495 to purchase safety and emergency preparedness equipment through Mallory Safety & Supply LLC.
- The City has reached its \$300,000 purchasing threshold for this contract.
- US Communities has executed an extension of the Mallory Safety & Supply LLC contract until September 30, 2028.
- Continue purchasing safety and equipment through this contract to take advantage of stable pricing and product availability.

Strategic Plan Alignment

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

Present Situation

The City has established a contract through this program and uses it to purchase safety and equipment supplies for employees and departments around the city. The current contract spending threshold of \$300,000 has been reached. The City requests the purchasing threshold be increased to \$800,000 for the life of the contract extension which will provide the ability to purchase of safety and emergency management equipment and products which are needed for city operations.

Advantage(s)

1. Take advantage of the contract pricing negotiated in the piggyback contract.
2. The vendor covered under this contract has provided high-quality products and dependable service. This helps the City to maintain an inventory of safety and equipment supplies.
3. The relationship built through the life of this contract has allowed for ease of ordering and estimates when requested by staff.

Challenge(s)

None

Budget Impact

None. The City will not exceed the existing budget in utilizing the contract to purchase safety and

equipment products.

Prior Council Review

None

Action Requested

Authorize the increase of contract C-100986, to purchase safety and equipment supplies, for \$800,000. This amount will allow staff to utilize the contract until September 30, 2028.

Staff Contact

Brian Wilson, Operations Superintendent, Brian.E.Wilson@cityofvancouver.us

Attachments:

1. Amendment 2
2. Amendment_1
3. PO-67883 Sample
4. Mallory_Contract_8495 (2)



County of Fairfax, Virginia

AMENDMENT

Date: 3/19/2024

AMENDMENT NO. 2

CONTRACT TITLE: Public Safety and Emergency Preparedness Equipment and Related Services

CONTRACTOR

Mallory Safety and Supply, LLC
1040 Industrial Way
Longview, WA 98632

SUPPLIER CODE

1000017276

CONTRACT NO.

4400008495

By mutual agreement, Contract 4400008495 is amended to renew for four (4) years at existing prices, terms and conditions, effective October 1, 2024, through September 30, 2028. This is the last of the renewal options available.

The contractor shall provide a current Certification of Insurance (COI) in accordance with the CONTRACT INSURANCE PROVISIONS, within ten (10) days after receipt of this executed amendment.

ACCEPTANCE:

BY: Allison Windsor
(Signature)

Director of Government Sales
(Title)

Allison Windsor
(Printed)

March 16, 2022
(Date)

DocuSigned by:

Steve Pierson

98E821303D664CD...

For: Lee Ann Pender, CPPO
Director/County Purchasing Agent

DISTRIBUTION:

Dept. of Finance – Accounts Payable/e
FRD – Jason Stanley/e
FCPD - Kerene Gordon/e
Sheriff's Office – Michelle Nelson/e
Contractor – email: allison.windsor@malloryco.com
Omnia – email: Victoria Palmieri, Victoria.Palmieri@omniapartners.com

Contract Specialist Supervisor – J. Pun
ACS, Team 1 – Roxanna Vazquez

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/procurement/
Phone 703-324-3201, **TTY:** 711, **Fax:** 703-324-3228



County of Fairfax, Virginia

AMENDMENT

Date: September 29, 2022

AMENDMENT NO. 1

CONTRACT TITLE: Public Safety and Emergency Preparedness Equipment and Related Services

CONTRACTOR
Mallory Safety and Supply, LLC
1040 Industrial Way
Longview, WA 98632

SUPPLIER CODE
1000017276

CONTRACT NO.
4400008495

By mutual agreement, Contract 4400008495 is amended to renew for one (1) year at existing prices, terms and conditions, effective October 1, 2023 through September 30, 2024. This is the first of five renewal options.

Please provide a current Certification of Insurance (COI) in accordance with the CONTRACT INSURANCE PROVISIONS, within ten (10) days after receipt of this executed amendment.

ACCEPTANCE:

BY: Allison Windsor
(Signature)

Director of Government Sales
(Title)

Allison Windsor
(Printed)

September 12, 2022
(Date)

DocuSigned by:

Steve Pierson

9BE821303D064CD...

Lee Ann Pender, CPPO
Director/County Purchasing Agent
for

DISTRIBUTION:

Dept. of Finance – Accounts Payable/e
FRD – Jason Stanley
FCPD – Kerene Gordon
Sheriff's Office – Michelle Nelson
Contractor – email: Allison Windsor, allison.windsor@malloryco.com
Omnia – email: Victoria Palmieri, Victoria.Palmieri@omniapartners.com

Contract Specialist Supervisor – J. Pun
ACS, Team 1 – Chan Park

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement/
Phone 703-324-3201, **TTY:** 711, **Fax:** 703-324-3228



CITY OF VANCOUVER
Procurement Services
 (360) 487-8430
 procurement.services@cityofvancouver.us
 www.cityofvancouver.us
 Federal Tax ID No. 91-6001288

Purchase Order #: PO-67883
Revision #: 0
Effective Date: 6/24/24
Contract #: C-100986

This Purchase Order number must appear on all invoices, packing lists, and correspondence related to this order.

Mallory Safety & Supply LLC
 PO Box 2068
 Longview, WA 98632

Submit Invoice To:

City of Vancouver
 Patric Tandy
 PO Box 1995
 Vancouver, WA 98668
 Patric.Tandy@cityofvancouver.us
 accpay@cityofvancouver.us

Ship To:

City of Vancouver
Patric Tandy
 Ops Center - Administration Building
 4711 E FOURTH PLAIN BLVD
 Vancouver, WA 98661

If you have any questions regarding this order, please contact:

Patric Tandy / (360) 487-8265 Patric.Tandy@cityofvancouver.us

Line #	Line Description	Qty	UOM	Unit Price	Tax	Amount
1	TINGL-S78129-SM SWEATSHIRT CLASS 3 ZIP ORG SM PER QUOTE #3569661	1	Each	50.75	4.42	50.75
2	TINGL-S78129-LG SWEATSHIRT CLASS 3 ZIP ORG LG PER QUOTE #3569661	5	Each	50.75	22.08	253.75
3	TINGL-S78129-XL SWEATSHIRT CLASS 3 ZIP ORG XL PER QUOTE #3569661	3	Each	50.75	13.25	152.25
4	TINGL-S78129-2X SWEATSHIRT CLASS 3 ZIP ORG 2X PER QUOTE #3569661	8	Each	53.09	36.94	424.72
5	TINGL-S78129-4X SWEATSHIRT CLASS 3 ZIP ORG 4X PER QUOTE #3569661	1	Each	53.09	4.62	53.09
Subtotal:						\$934.56
Tax:						\$81.31
Total:						\$1,015.87

Note to Supplier

This City is authorized to enter the #4400008495, Public Safety and Emergency Preparedness Equipment with Mallory Safety and Supply LLC under RCW 39.34. The #4400008495, Public Safety and Emergency Preparedness Equipment is incorporated by reference into this purchase order. The City is US Communities under the #4400008495, Public Safety and Emergency Preparedness Equipment. Mallory Safety and Supply LLC agrees to be bound to the #4400008495, Public Safety and Emergency Preparedness Equipment with City as US Communities in providing goods/services under the #4400008495, Public Safety and Emergency Preparedness Equipment.

Sample



Fairfax County, VA

Contract #4400008495

for

Public Safety and Emergency Preparedness Equipment
and Related Services

with

Mallory Safety and Supply, LLC.

Effective: October 1, 2018

The following documents comprise the executed contract between the Fairfax County, VA and Mallory Safety and Supply, LLC., effective October 1, 2018:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MEMORANDUM OF NEGOTIATIONS

RFP 2000002547

Public Safety and Emergency Preparedness Equipment and Related Services

The County of Fairfax (hereinafter called the County) and Safeware, Inc. and Mallory Safety and Supply, LLC. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract 4400008468 with Safeware, Inc. and Contract 4400008495 with Mallory Safety and Supply, LLC. (hereinafter called the Contract) for the provision of public safety and emergency preparedness equipment and related services. The final Contract contains the following documents:

- a. The County's Request for Proposal RFP 2000002547 and all Addenda;
- b. The Contractor's Technical Proposal and Cost Proposal dated March 8, 2018;
- c. The Contractor's response to clarification questions dated March 28, 2018.
- d. The Contractor's response to items for negotiation dated April 12, 2018.
- e. This Memorandum of Negotiations;
- f. County's purchase order;
- g. Any subsequent amendments to the Contract.

In addition, the County and the Contractor agree to the following:

1. The parties to this Contract acknowledge that Safeware, Inc. submitted a proposal, on behalf of Safeware, Inc. and Mallory Safety and Supply, LLC., in response to RFP2000002547. Mallory Safety and Supply, LLC. acknowledges and agrees to provide public safety and emergency preparedness equipment and related services to Participating Public Agencies of the states of Alaska, Hawaii, Washington, Oregon, California, Arizona, Nevada, New Mexico, Wyoming, Idaho, Montana, and Utah and to assume all responsibilities and obligations under this Contract for its designated territory. Safeware, Inc. acknowledges and agrees to provide public safety and emergency preparedness equipment and related services to Participating Public Agencies located in all other states of the United States, not identified above and to assume all responsibilities and obligations under this Contract for its designated territory. Contract number 4400008468 has been assigned to Safeware, Inc. and Contract number 4400008495 has been assigned to Mallory Safety and Supply LLC. to facilitate ordering.
2. The Contractor shall provide eCommerce rebates as outlined below:
 - If 30%-69.99% of total invoiced sales are received by website orders at the conclusion of each contract year, a 0.5% rebate will be provided on purchases made through ecommerce.
 - If 70% or greater of total invoiced sales are received by website orders at the conclusion of each contract year, a 1% rebate will be provided on purchases made through ecommerce.
 - o Conditions: The agency total purchases for the annual contract period must be greater than \$20,000. Ecommerce is defined as any order placed through Safeware or Mallory's website or fully integrated third party marketplace where the Participating Public Agency's orders and Safeware-Mallory's invoices are transacted via EDI, XML or cXML. Ecommerce rebates cannot be combined with other rebates, early payment discounts, or where the buying agency or procurement platform charges an administrative or transaction fee.

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpmm

Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228

3. Large sales greater than \$20,000 may be eligible for additional price discounts from manufacturers and will be automatically flagged in the Contractor's system to seek additional price concessions from manufacturers.
4. For purchase of services under this Contract, the Contractor shall provide a minimum of 10% discount from Safeware and Mallory's list price. The pricing for services may be negotiated to a lower price.
5. The Contractor acknowledges and agrees that the County and the Participating Public Agencies reserve the right to review and negotiate the license and maintenance terms and conditions prior to any purchase of software under this Contract and that the Contractor will provide full support for executing the negotiated license/maintenance agreement(s) by the County/Participating Public Agencies and the software publisher. The Contractor also agrees to obtain agreement from its software publishers that their shrink wrap, browse wrap, click through, or similar processes are for access purposes only, and any terms and conditions offered in or referenced by those procedures will have no force or effect.
6. The Contractor shall hold the discount rate of 41% for equipment and 10% for services firm for the entire contract term including renewal periods.
7. The parties mutually agree that the first sentence of Paragraph 1.3 of Section 1 titled Insurance (Fairfax County Special Provisions) is deleted and is replaced with the following language:

No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty-day written notice to the County Purchasing Agent and/or Risk Manager.

8. The parties mutually agree that the Paragraph 1.2 b. of Section 1 titled Insurance (Fairfax County Special Provisions) is deleted and is replaced with the following language:

The contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work.

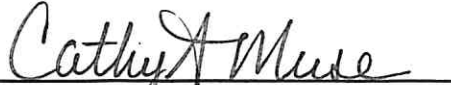
ACCEPTED BY:


Safeware, Inc.

6/6/18
Date

Shawn Murray
Mallory Safety and Supply, LLC.

6/6/18
Date


Cathy A. Muse CPPO
Director/County Purchasing Agent

6/7/18
Date

Staff Report: 178-24

To: Mayor and City Council
From: City Manager
Date: September 16, 2024

Subject

Contract Amendment - Ductile Iron Pipe and Fittings - C-101465

Key Points

The ductile iron pipe and fittings contract is essential for maintaining the water system. The parts are used to repair and maintain the integrity of the water system so that we can continue to provide safe and reliable water to the community.

Strategic Plan Alignment

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

Present Situation

ITB 23-36: Ductile Iron Pipe and Fittings was awarded to Core and Main in October 2023 for \$300,000 over five years. The previous contract was approved for \$1 million.

In 2023, the five-year contract was under appropriated and the approved amount has been reached in year two of the contract.

These are regularly stocked and utilized parts in the water system and there have been issues with supply at times. We have used this contract for main replacement projects designed by water engineering. To maintain acceptable access to these parts, an increase of \$900,000 is requested to be added to the remainder of this contract. With this, it is anticipated to provide sufficient appropriation for the remaining 4 years of the contract.

Advantage(s)

1. Key supplies are stocked to ensure staff can maintain and repair the water system as needed.
2. Supply safe and reliable water to the community for consumption and fire protection.

Challenge(s)

None

Budget Impact

Sufficient appropriation is available in the adopted 2024 budget.

Prior Council Review

None

Action Requested

Authorize an increase to contract C-101465 with Core and Main for an additional \$900,000.

Staff Contact

Brian Wilson, Operations Superintendent, Brian.E.Wilson@cityofvancouver.us

Attachments:

1. Bid from Core & Main LP
2. Amendment 1



City of Vancouver

INVITATION TO BID (ITB): 23-36 Ductile Iron Pipe and Fittings

<u>Invitation to Bid Information:</u>	<u>Submit Bids to:</u>
ITB NUMBER: 23-36 ITB TITLE: Ductile Iron Pipe and Fittings DATE ISSUED: August 25, 2023 CONTACT PERSON: Ashley Kunze EMAIL ADDRESS: Ashley.Kunze@cityofvancouver.us ENGINEER'S ESTIMATE: \$1,000,000 QUESTION DEADLINE: September 7, 2023 ADDENDUM DEADLINE: September 12, 2023 BID OPENING: September 19, 2023	Procurement Portal: cityofvancouver.bonfirehub.com For delivery in person, by courier, UPS or FedEx: Attn: Procurement Services Vancouver City Hall 415 W. 6 TH ST Vancouver, WA 98660 For delivery by the US Postal Service: Attn: Procurement Services City of Vancouver PO BOX 1995 Vancouver, WA 98668

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Item	Description	Approx. Annual Quantity	Unit of Measure	Unit Price per Linear Foot	Total Cost
1.	24" Class 350 Cement Lined Zinc Coated Ductile Iron Water Pipe with push on joints, to include lubricant and gaskets. City #65040.	18	Linear Foot	\$165.44	\$2,977.92
2.	24" Class 350 Cement Lined Ductile Iron Water Pipe with push on joints, to include lubricant and gaskets. City #W65041	18	Linear Foot	\$145.82	\$2,624.76
3.	20" Class 350 Cement Lined Zinc Coated Ductile Iron Water Pipe with push on joints, to include lubricant and gaskets. City #65045.	18	Linear Foot	\$123.63	\$2,225.34
4.	20" Class 350 Cement Lined Ductile Iron Water Pipe with push on joints, to include lubricant and gaskets. City # W65046	18	LINEAR Foot	\$107.99	\$1,943.82
5.	18" Class 350 Cement Lined Zinc Coated Ductile Iron Water Pipe with push on joints, to include lubricant and gaskets. City #65050.	18	Linear Foot	\$105.69	\$1,902.42
6.	18" Class 350 Cement Lined Ductile Iron Water Pipe with push on joints, to include lubricant and gaskets. City # W65051	18	Linear Foot	\$91.83	\$1,652.94
7.	16" Class 350 Cement Lined Zinc Coated Ductile Iron Water Pipe with push on joints, to include lubricant and gaskets. City #65055.	18	Linear Foot	\$89.95	\$1,619.10
8.	16" Class 350 Cement Lined Ductile Iron Water Pipe with push on joints, to include lubricant and gaskets. City # W65056	18	Linear Foot	\$77.66	\$1,397.88
9.	14" Class 350 Cement Lined Zinc Coated Ductile Iron Water Pipe with push on joints, to include lubricant and gaskets. City #65060.	18	Linear Foot	\$72.73	\$1,309.14
10.	14" Class 350 Cement Lined Ductile Iron Water Pipe with push on joints, to include lubricant and gaskets. City #W65061	18	Linear Foot	\$62.45	\$1,124.10
11.	12" Class 52 Cement Lined Zinc Coated Ductile Iron Water Pipe with push on joints, to include lubricant and gaskets. City #65065.	500	Linear Foot	\$70.76	\$35,380.00
12.	12" Class 52 Cement Lined Ductile Iron Water Pipe with push on joints, to include lubricant and gaskets. City #W65066	500	Linear Foot	\$62.45	\$31,225.00
13.	10" Class 52 Cement Lined Zinc Coated Ductile Iron Water Pipe with push on joints, to include lubricant and gaskets. City #65070.	300	Linear Foot	\$56.18	\$16,854.00

Item	Description	Approx. Annual Quantity	Unit of Measure	Unit Price per Linear Foot	Total Cost
14.	10" Class 52 Cement Lined Ductile Iron Water Pipe with push on joints, to include lubricant and gaskets. City #W65071	500	Linear Foot	\$49.59	\$24,795.00
15.	8" Class 52 Cement Lined Zinc Coated Ductile Iron Water Pipe with push on joints, to include lubricant and gaskets. City #65075.	500	Linear Foot	\$42.91	\$21,455.00
16.	8" Class 52 Cement Lined Ductile Iron Water Pipe with push on joints, to include lubricant and gaskets. City #W65076	500	Linear Foot	\$37.84	\$18,920.00
17.	6" Class 52 Cement Lined Zinc Coated Ductile Iron Water Pipe with push on joints, to include lubricant and gaskets. City #65080.	500	Linear Foot	\$31.89	\$15,945.00
18.	6" Class 52 Cement Lined Ductile Iron Water Pipe with push on joints, to include lubricant and gaskets. City #W65081	500	Linear Foot	\$26.81	\$13,405.00
19.	4" Class 52 Cement Lined Zinc Coated Ductile Iron Water Pipe with push on joints, to include lubricant and gaskets. City #65085.	500	Linear Foot	\$39.95	\$19,975.00
20.	4" Class 52 Cement Lined Ductile Iron Water Pipe with push on joints, to include lubricant and gaskets. City #W65086	500	Linear Foot	\$34.88	\$17,440.00
21.	4" Push-on Joint Restraining Gasket. Must be the same manufacturer as the pipe and per the pipes manufacturer's recommendation. See attached specifications For allowable joint restraint.	12	Each	\$54.07	\$648.84
22.	6" Push-on Joint Restraining Gasket. Must be the same manufacturer as the pipe and per the pipes manufacturer's recommendation. See attached specifications For allowable joint restraint.	8	Each	\$76.72	\$613.76
23.	8" Push-on Joint Restraining Gasket. Must be the same manufacturer as the pipe and per the pipes manufacturer's recommendation. See attached specifications for allowable joint restraint.	8	Each	\$103.94	\$831.52
24.	10" Push-on Joint Restraining Gasket. Must be the same manufacturer as the pipe and per the pipes manufacturer's recommendation. See attached specifications for allowable joint restraint.	4	Each	\$130.68	\$522.72

Item	Description	Approx. Annual Quantity	Unit of Measure	Unit Price per Linear Foot	Total Cost
25.	12" Push-on Joint Restraining Gasket. Must be the same manufacturer as the pipe and per the pipes manufacturer's recommendation. See attached specifications for allowable joint restraint.	4	Each	\$150.94	\$603.76
26.	14" Push-on Joint Restraining Gasket. Must be the same manufacturer as the pipe and per the pipes manufacturer's recommendation. See attached specifications for allowable joint restraint.	8	Each	\$301.05	\$2,408.40
27.	16" Push-on Joint Restraining Gasket. Must be the same manufacturer as the pipe and per the pipes manufacturer's recommendation. See attached specifications for allowable joint restraint.	4	Each	\$350.00	\$1,400.00
28.	18" Push-on Joint Restraining Gasket. Must be the same manufacturer as the pipe and per the pipes manufacturer's recommendation. See attached specifications for allowable joint restraint.	4	Each	\$422.91	\$1,691.64
29.	20" Push-on Joint Restraining Gasket. Must be the same manufacturer as the pipe and per the pipes manufacturer's recommendation. See attached specifications for allowable joint restraint.	4	Each	\$489.02	\$1,956.08
30.	24" Push-on Joint Restraining Gasket. Must be the same manufacturer as the pipe and per the pipes manufacturer's recommendation. See attached specifications for allowable joint restraint.	4	Each	\$678.85	\$2,715.40
31.	#910 10" Valve Can. City #90070. See attached specifications.	175	Each	\$51.58	\$9,026.50
32.	#910 CI Valve Lids, with solid steel lifting pin, and "W", or Water in the design. CITY #W90075. See attached specifications.	300	Each	\$16.85	\$5,055.00
33.	#36394A2 Solid Extra Deep Valve Box Cover. City #W90076	60	Each	\$25.53	\$1,531.80
Subtotal					\$263,176.84
Washington State Sales Tax (8.7%)					\$22,896.39
Total					\$286,073.23

SCHEDULE B – DUCTILE IRON FITTINGS

Provide a discount percentage from the published list prices. For example, a discount of 40% from the published list price means the city pays \$60 for an item with a published list price of \$100. The City will not incur additional cost, except for the WA Sales Tax, when ordering items under Schedule B and when delivering F.O.B. Destination. **Please complete below.**

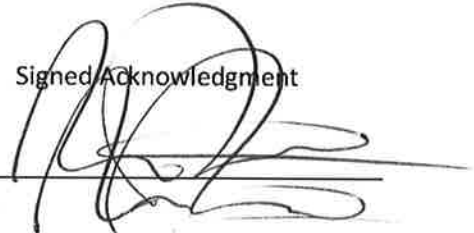
54 % from the published list prices.

Items must meet American Water Works Association Standard (AWWA) requirements.

Ordered products shall be delivered within **thirty (30) calendar days** from receipt of our Purchase Order. Shorter delivery time is encouraged. Bids with longer delivery time will be rejected as non-responsive.

DELIVERY WILL BE MADE WITHIN 30 CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER.

The following Addendum/Addenda is/are hereby acknowledged:

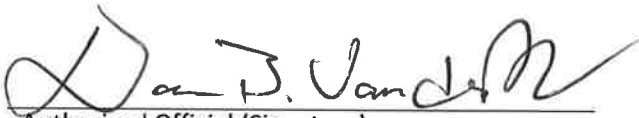
Addendum No.	Date of Addendum/Addenda	Signed/Acknowledgment
1. <u>1</u>	<u>9/12/2023</u>	
2. <u>2</u>	<u>9/14/2023</u>	
3. _____	_____	
4. _____	_____	

NOTE: **Failure to acknowledge any issued Addenda will render proposal non-responsive and therefore void.** It is the sole responsibility of the Bidder to learn of Addendum, if any. Such information may be obtained from the City of Vancouver Procurement Services' website at: cityofvancouver.bonfirehub.com

The undersigned, under penalty of perjury, hereby certifies that said person(s), firm, association, LLC, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

The undersigned declares that before preparing their bid, they read carefully the specifications and requirements for bidders and that their bid is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said bid is as stated on these pages.

By signing this page of the bid, the bidder acknowledges that the documents enclosed are hereby incorporated by reference and upon award constitute a contract between the undersigned and the City of Vancouver.


Authorized Official (Signature)

David B. Vanderploeg
Printed Name of Authorized Official

Core & Main LP
Company Name

9115 A NE 117TH AVE
Address

dave.vanderploeg@coreandmain.com
E-mail Address

9/22/2023
Date

District Manager
Title of Authorized Official

03-0550887
Federal Employee I.D. #

Vancouver WA 98662
City, State, Zip

360-256-6151
Telephone Number

NOTE:

1. If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
2. If the bidder is a corporation or LLC, this proposal must be executed by a duly authorized official.
3. Bids submitted must be complete and include pricing for the work to be completed, in whole, per the attached plans and specifications.

TECHNICAL SPECIFICATIONS

All references to AWWA specifications shall meet the latest revisions of such reference.

Cement Lined Standard & Zinc Coated Ductile Iron Water Pipe

All ductile iron pipe supplied to the City of Vancouver shall meet the AWWA C151 and shall be manufactured in the United States. Ductile iron pipe shall have a cement mortar lining and a 1-mil thick seal coat meeting the requirements of AWWA C104. All pipe shall be new, have push-on gasketed joints, and be furnished in 18 to 20 foot lengths. All pipe joints shall meet ANSI/AWWA C111/A21.11-17 standards for rubber-gasket joints. Acceptable push-on joints are the TYTON JOINT®, FASTITE JOINT®, or approved equal.

Pipe sizes 12 inches and smaller shall be Thickness Class 52 and pipe sizes larger than 12 inches shall be Pressure Class 350.

All sizes of ductile iron pipe Zinc Coated shall be coated with a layer of arc applied pure zinc coating having a mass of 200g/m² of pipe surface area, complying with ISO 8179-1, and have a topcoat finish of bituminous paint in accordance with AWWA-C151. Pipe markings and labels shall include the word "zinc" as required by AWWA-C151.

All pipe shall conform to the requirements of the requirements of AWWA for standard thickness be in new condition and free of defects and shall conform to the requirements of the latest revisions of ANSI/AWWA C151/A21.51-17 American National Standards for ductile iron pipe, centrifugally cast in metal molds or sand-lined molds.

All pipes shall be straight and shall be true circular section with inner and outer surfaces concentric. It shall be sound, smooth, and free from scales, lumps, blisters, sand holes, and laps and defects of any nature, which make it unfit for the use for which it was intended (in this case the transporting and distributing of potable water). Plugging, filling, burning-in or welding will not be permitted. Any pipe found to be cracked or defective, for whatever reason, shall be unconditionally rejected and returned to the supplier at the supplier's expense.

Each length of pipe shall be subjected to a hydrostatic test of not less than 500 psi and shall be under full test pressure for at least five (5) seconds. Tests shall be made prior to the application of cement lining. Cement lining must comply with ANSI/AWWA C104/A21.4-16 standards for cement mortar linings or the latest revision thereof.

All material testing shall be done in the United States and the methods of testing must comply with the latest ASA, ASTM procedures for ductile iron water pipe.

Push-on Joint Restraining Gasket

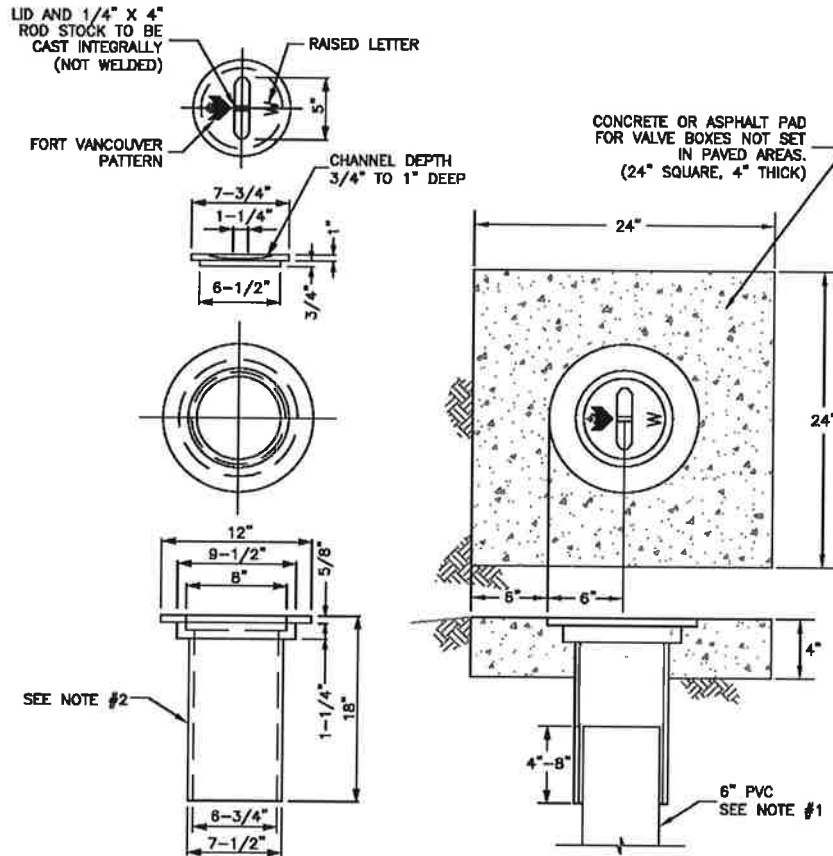
Allowable joint restraint systems for push-on joint pipe shall be of the same manufacturer as the pipe and per the pipes manufacturer's recommendation. Acceptable push-on joint restraining gaskets are:

- Field-Lok 350 Gaskets by U.S. Pipe, or
- Sure Stop 350 Gaskets by McWane Ductile, or
- Fast-Grip Gaskets by American Pipe, or
- Approved equal

Pipe shall be shipped to **4711 East Fourth Plain Boulevard, Vancouver, WA 98661, or as specified on the purchase order**, complete with proper sizes and types of rubber gaskets and the proper pipe lubricant.

Valve Box & Valve Lid

Valve boxes shall be Fort Vancouver pattern No. 910, cast iron or approved equal. The lid shall include the Fort Vancouver Logo and "W" in the design. If the origin is other than USA, the country of origin shall be cast on the underside of the lid. There shall be ½" clearance under the pin cast into the lid. See attached W-12 standards.



NOTES:

1. EXTENSIONS SHALL BE 6" ASTM D 3034 SDR 35 PVC PIPE (ONE PIECE)
2. VALVE BOX SHALL BE U.S. FILTER/PACIFIC WATER WORKS NO. 910 OR EQUAL.
3. THE LID SHALL INCLUDE THE FORT VANCOUVER LOGO AND "W" IN THE DESIGN.
4. IF THE ORIGIN IS OTHER THAN USA, THE COUNTRY OF ORIGIN SHALL BE CAST ON THE UNDERSIDE OF THE LID
5. THERE SHALL BE 1/2" CLEARANCE UNDER THE PIN CAST INTO THE LID.
6. THE OPERATOR NUT SHALL HAVE A DEPTH FROM 18"-36" FROM FINISH GRADE TO THE OPERATOR NUT.

N.T.S.



STANDARD VALVE BOX AND COVER

CITY OF VANCOUVER
DEPARTMENT OF PUBLIC WORKS
WATER ENGINEERING

REV. NO.	DATE	BY	APPROVED
5	10/10	G.P.H.	T.O.B.
6	01/13	G.P.H.	T.W.C.
7	01/15	G.P.H.	T.W.C.
8	01/17	G.P.H.	T.W.C.

STANDARD PLAN NO.

W-12

17-WATER-DETAILS

Schedule B

(Ductile Iron Fittings) Fittings may be of various kinds and sizes, cast iron or ductile iron and includes; adapters, bell joints repair, cap (MJ), couplings, cross (MJ), elbows (MJ), flanges, leak bands, plugs (MJ), reducers, retainer glands, saddles, sleeves, tees, etc. All items must meet or exceed the attached City of Vancouver Specifications.

Ductile Iron Fittings

All fittings shall meet the requirements of AWWA C110 or AWWA C153. Standard fittings for ductile iron pipe shall be cast iron or ductile iron and have a minimum pressure rating of 250 psi.

Compact fittings for ductile iron pipe shall be ductile iron and have a minimum pressure rating of 350 psi.

Joints shall meet the requirements of AWWA C111.

Fittings shall be cement mortar lined, meeting requirements of AWWA C104. Gaskets for flat faced or raised faced flanges shall be 1/8" thick neoprene having a durometer of 60 plus or minus 5 or 1/16 cloth inserted. The type, material, and identification mark for bolts and nuts shall be provided.

If bolts and nuts are to be provided for flange fittings they shall be either galvanized or zinc cadmium plated. Bolts and nuts for mechanical joints shall be NSS Corten Steel only.

Mechanical Joint Restraint System

Allowable joint restraint systems for mechanical joints are as follows:

- Megalug EBAA Iron, or
- Stargrip Series 3000 by Star Pipe Product, or
- Sigma One-Lok, or
- An approved equal

The minimum working pressure rating of restrained joint systems shall be 350 psi

Valves

Resilient-seated or wedge gate valves shall conform to AWWA C509 or C515 and shall be epoxy coated on the inside.

Butterfly valves shall meet or exceed all AWWA C504 specifications and shall be Class 150-B with sort body. Acceptable butterfly valve manufacturers shall be limited to Dezurik and Pratt (Muller). All butterfly valves shall be seat on body.

All valves shall be furnished with an underground manual operator with an AWWA 2 inch square operating nut and shall open with a counter-clockwise rotation. Valves shall be furnished with joints as called for on the plans.

Butterfly valves shall be required to have a minimum of 28 turns to move from fully open to fully closed position. The operator shall be mounted directly on the valve with no exposed or external couplings. Units shall be fully gasketed and grease packed. Valves shall be installed with the operator on the side of the pipe closest to the centerline of the road.

All interior and exterior ferrous metal surfaces, except finished surfaces, bearing surfaces, and stainless steel components, of valves and accessories shall be shop painted for corrosion protection. The valve manufacturer's standard coating will be acceptable, provided it is functionally equivalent to the specified coating and is compatible with the specified field painting. Epoxy coatings shall be ANSI/NSF 61 certified. Interior and exterior surfaces shall be coated with epoxy. The total dry film thickness of shop-applied coatings shall be not less than 8 mils. Interior coatings shall comply with AWWA C550 and shall be free of holidays.

Tapping Sleeves and Valve Assemblies

Tapping sleeve and valve assemblies shall meet ANSI/AWWA C223.

Tapping Sleeves

Tapping sleeves shall be rated at 150 psi working pressure with ANSI/AWWA C207 Class D 150 lb. flanges, or equivalent stainless steel pattern. All tapping sleeves shall be designated by the manufacturer as suitable for the service proposed.

All fabricated steel tapping sleeves shall have fusion-applied epoxy coating, and stainless steel with nuts or bolts, with nuts or bolts treated to prevent galling) or high-strength, low-alloy bolts with steel meeting ANSI/AWWA C111/A21.11 specifications. All stainless steel tapping sleeves shall have stainless steel bolts, with nuts or bolts treated to prevent galling. . Bolts for the tapping sleeve body shall be the drop-in type, not welded.

Tapping sleeves gaskets shall be NSF approved for potable water.

Tapping sleeves shall be pressure tested, on the pipe at 150 psi for 15 minutes with no pressure drop prior to making the tap. All tapping sleeves shall have a test outlet and plug.

Tapping sleeves furnished for ductile iron pipe taps, reduced outlet taps on steel pipe, or reduced outlet taps on cast iron pipe larger than 12", shall be fabricated steel with outlet gasket. JCM 412, Dresser Style 610, Smith-Blair 622, Romac FTS420, Ford FTSC, or approved equal. For reduced outlet taps on steel, JCM 422 is also approved,

Tapping sleeves furnished for taps on cast iron pipe 12" or smaller, or taps on asbestos cement pipe, shall be stainless steel with full circumferential gasket: Romac SST III, JCM432, Smith- Blair 664/5, Dresser 630, Ford FTSS, or approved equal.

Tapping Valves

All tapping valves shall be gate valves meeting the requirements of Standard Specifications section 9-30.3. Inlet end of valve shall be flanged and outlet end shall be mechanical joint.

Tapping valves furnished shall be manufactured by Mueller Co., Iowa Valve Co., or Kennedy Valve Mfg. Co.



Bid Proposal for ITB: 23-36 City of Vancouver DI Pipe and Fittings

CUSTOMER	CITY OF VANCOUVER WAREHOUSE - OPERATIONS CENTER 4711 E FOURTH PLAIN BLVD VANCOUVER, WA 98661	Job ITB: 23-36 City of Vancouver DI Pipe and Fittings Vancouver, WA Bid Date: 09/25/2023 Bid #: 3110240 Addendum: 2
	Sales Representative Tyler Coryell (T) 360-256-6151 (F) 360-256-6225 Tyler.Coryell@coreandmain.com	Core & Main 9115A NE 117th Ave Vancouver, WA 98662 (T) 360-256-6151
CONTACT		
NOTES		



Bid Proposal for ITB: 23-36 City of Vancouver DI Pipe and Fittings

CITY OF VANCOUVER

Job Location: Vancouver, WA

Bid Date: 09/25/2023

Core & Main 3110240

Addendum: 2 (09/14/2023)

Core & Main

9115A NE 117th Ave

Vancouver, WA 98662

Phone: 360-256-6151

Fax: 360-256-6225

Seq#	Qty	Description	Units	Price	Ext Price
10	18	24 TJ PR350 DI PIPE ARC ARC SPRAY ZINC COATED	FT	165.44	2,977.92
20	18	ISO 8179-1 MCWANE	FT	145.82	2,624.76
30	18	24 TJ PR350 DI PIPE	FT	123.63	2,225.34
40	18	20 TJ PR350 DI PIPE ARC ARC SPRAY ZINC COATED	FT	107.99	1,943.82
50	18	ISO 8179-1 MCWANE	FT	105.69	1,902.42
60	18	20 TJ PR350 DI PIPE	FT	91.83	1,652.94
70	18	18 TJ PR350 DI PIPE ARC ARC SPRAY ZINC COATED	FT	89.95	1,619.10
80	18	ISO 8179-1 MCWANE	FT	77.66	1,397.88
90	18	16 TJ CL50 PR350 DI PIPE ARC ARC SPRAY ZINC COATED	FT	72.73	1,309.14
100	18	14 TJ PR350 DI PIPE MCWANE	FT	62.45	1,124.10
110	500	ISO 8179-1 MCWANE	FT	70.76	35,380.00
120	500	12 TJ CL52 DI PIPE ARC ARC SPRAY ZINC COATED ISO 8179-1	FT	62.45	31,225.00
130	300	12 TJ CL52 DI PIPE	FT	56.18	16,854.00
140	500	10 TJ CL52 DI PIPE ZINC	FT	49.59	24,795.00
150	500	10 TJ CL52 DI PIPE	FT	42.91	21,455.00
160	500	8 TJ CL52 DI PIPE ZINC	FT	37.84	18,920.00
170	500	8 TJ CL52 DI PIPE	FT	31.89	15,945.00
180	500	6 TJ CL52 DI PIPE ZINC	FT	26.81	13,405.00
190	500	6 TJ CL52 DI PIPE	FT	39.95	19,975.00
200	500	4 TJ CL52 DI PIPE ZINC	EA	34.88	17,440.00
210	500	4 TJ CL52 DI PIPE	EA	54.07	648.84
220	12	4 SURE STOP LOCKING GASKET	EA	76.72	613.76
230	8	6 SURE STOP LOCKING GASKET	EA	103.94	831.52
240	8	8 SURE STOP LOCKING GASKET	EA	130.68	522.72
250	4	10 SURE STOP LOCKING GASKET	EA	150.94	603.76
260	4	12 SURE STOP LOCKING GASKET	EA	301.05	2,408.40
270	8	14 SURE STOP LOCKING GASKET	EA	350.00	1,400.00
280	4	16 SURE STOP LOCKING GASKET	EA	422.91	1,691.64
290	4	18 SURE STOP LOCKING GASKET	EA	489.02	1,956.08
300	4	20 SURE STOP LOCKING GASKET	EA	678.85	2,715.40
310	4	24 SURE STOP LOCKING GASKET	EA	51.58	9,026.50
320	175	18 910 VALVE BOX TOP IMP	EA	16.85	5,055.00
330	300	910/918 CI VLV BOX LID MK: W W/ CITY OF VANCOUVER LOGO	EA	25.53	1,531.80
	60	VB-918W IMP			
		EJ 3639A2 SOLID EXTRA DEEP			
		STYLE VLV BOX COVER "W"			

9/21/2023 - 5:01 PM

Actual taxes may vary



Bid Proposal for ITB = 23-36 City of Vancouver DI Pipe and Fittings

Bid #:3110240

Seq#	Qty	Description	Units	Price	Ext Price
				Sub Total	263,176
				Tax	0
				Total	263,176

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

PURCHASE AGREEMENT #C-101465

AMENDMENT No. 1

Ductile Iron Pipe and Fittings

This Agreement amends the Agreement number C-101465 by and between the City of Vancouver, hereinafter referred to as "City", and Core and Main LP hereinafter referred to as "Vendor ", whose address is 9115A NE 117TH Ave Vancouver, WA 98662 for ductile iron pipe and fittings.

This amendment amends the original agreement as follows:

1. Increase authorized amount of contract C-101465 by \$900,000 to a revised authorized amount of \$1,200,000.

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Core and Main LP

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Johnathan Young, City Attorney

Staff Report: 179-24

To: Mayor and City Council
From: City Manager
Date: September 16, 2024

Subject

Request For Proposal (RFP) 46-24 Award for Home Electrification and Appliance Rebate (HEAR) Program

Key Points

- The state-funded HEAR Program promotes the adoption of high-efficiency electric equipment and appliances. Vancouver has been awarded \$1.3 million to assist qualified households and small businesses reduce greenhouse gas emissions, decrease energy usage, and lower utility bills.
- The City will use \$250,000 in HEAR funding within its Homeowner Rehabilitation Program.
- On August 8, 2024, the City issued RFP 46-24 to solicit agencies to administer HEAR Program funding to eligible households and businesses within the City limits.
- The recommended award is \$1,071,551 to Northwest Native Chamber in partnership with Hispanic Metropolitan Chamber.

Strategic Plan Alignment

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

Economic Opportunity – a place where a wide variety of businesses of all sizes grow and thrive

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

Present Situation

In April 2024, Economic Prosperity & Housing and Climate Action staff applied for the State's Home Electrification and Appliance Rebate (HEAR) Program. This program provides funding for rebates and incentives to households and small businesses to purchase and install high-efficiency electric equipment and appliances.

Eligible HEAR equipment includes heat pumps, cooking equipment, heat pump water heaters and clothes dryers and may include electrical panels or wiring if necessary. HEAR funding will be targeted to households at 80% AMI or below with some flexibility for households with income up to 100% AMI. The funding may also provide eligible equipment or rebates to small businesses with fewer than 50 employees. All households and businesses must be within the City of Vancouver.

Washington State Commerce notified the City of its award, totaling \$1,321,551. This funding must be spent by June 30, 2025 and up to 15% may be used for administration; the City is passing 12% on for subcontractor administration.

The City's Homeowner Rehabilitation Program will use \$250,000 to help existing qualified homeowners on the waiting list. It is estimated that this funding will serve approximately 10 households with eligible equipment and appliances.

The City issued RFP #46-24 on August 8, 2024. It held a pre-submittal meeting on August 20, 2024 and proposals were due September 4, 2024. Only one proposal was received from Northwest Native Chamber. Staff reviewed and recommended this proposal for funding.

The Northwest Native Chamber (NWNC) partnered with the Hispanic Metropolitan Chamber (HMC) to submit a total request of \$1,261,698.12. The proposed program is specifically designed to serve low-to-moderate-income households and small businesses with fewer than 50 employees, with a primary focus on Native American, Latino/a/e and other SEDI communities within Vancouver, Washington.

NWNC anticipates installing up to 96 heat pumps, 40 induction cooking units, 53 heat pump water heaters, 33 heat pump clothes dryers, 40 new electrical panels and rewiring 27 homes or businesses to support the efficient items installed. Through NWNC's extensive network (including other nonprofit organizations, Tribal communities, and other community partners), NWNC will target outreach to Native American contractors and homeowners facing significant affordability challenges due to historical and systemic inequities, while serving a broad range of historically marginalized communities. Through a partnership with HMC, they will reach the large population of Latino/a/e households and businesses in Vancouver. By targeting these underserved populations, they aim to address the disproportionate impact of energy inefficiency and high utility costs on these communities.

The NWNC was awarded less than they requested due to funding available. Proposed use of HEAR funding is:

Northwest Native Chamber to include Admin	\$1,071,551
City Homeowner Rehab Program to include Admin	\$250,000
Total	\$1,321,551

The Home Electrification and Appliance Rebates Program is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.

Advantage(s)

Households with low to moderate income and small businesses with fewer than 50 employees in Vancouver will install energy efficient equipment and appliances, leading to greater sustainability and lower utility costs.

Challenge(s)

None

Budget Impact

This program will be fully funded through a State HEAR Grant, which is funded through the Climate Commitment Act. There is no local match requirement. The appropriation to spend this grant will be included in the 2025-26 Biennial Budget.

Prior Council Review

None.

Action Requested

1. Approve acceptance of HEAR grant award from Washington Department of Commerce in the amount of \$1,321,551.
2. Approve a resolution adopting the proposed HEAR awards and authorizing the City Manager to execute related agreements.

Staff Contact

Samantha Whitley, Housing Programs Manager, Rebecca Small, Senior Policy Analyst,
samantha.whitley@cityofvancouver.us, rebecca.small@cityofvancouver.us

Attachments:

1. HEAR Grant Contract from Commerce to City
2. HEAR Contract from City to NW Native Chamber



Interagency Agreement with

City of Vancouver

through

State Home Electrification and Appliance Rebates Program

**Contract Number:
24-92701-015**

For

City of Vancouver - Electrification and Appliance Rebates Program

Dated: Wednesday, May 1, 2024

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Face Sheet

Contract Number: 24-92701-015

Energy Division Clean Buildings Unit Home Electrification and Appliance Rebates Program

1. Contractor CITY OF VANCOUVER PO BOX 8995 VANCOUVER, WA 98668-8995		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Samantha Whitley Housing Programs Manager (360) 487-7952 samantha.whitley@cityofvancouver.us		4. COMMERCE Representative Aaron Dumas Program Manager (564) 999-1414 Aaron.dumas@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
5. Contract Amount \$1,321,551	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐		7. Start Date 5/1/2024
8. End Date 6/30/2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
ALN: N/A			
10. Tax ID # 91-6001288	11. SWV # SWV0008489-00	12. UBI # 065-001-364	13. UEI # TM9CHABUP4B2
14. Contract Purpose To administer a program that provides rebates and incentives to low- and moderate-income households and small businesses to purchase and install high-efficiency electric equipment and appliances.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Program Work Plan			
FOR CONTRACTOR Eric Holmes, City Manager Date Daniel R. Lloyd, Assistant City Attorney Date		FOR COMMERCE Michael Furze, Assistant Director Energy Division Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The Home Electrification and Appliance Rebates Program is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CAA funding through a generally visible decal.

3. CONTRACT MANAGEMENT

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

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

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

4. COMPENSATION

COMMERCE shall pay an amount not to exceed \$1,321,551, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-92701-015. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the

Contractor.

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

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

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

6. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

7. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

8. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions

- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Program Work Plan

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. **COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

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

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

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

7. **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

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

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

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

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

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

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

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Purpose

Engrossed Substitute Senate Bill 5200 Section 1008 Subsection 1 states:

Home Electrification and Appliance Rebates (HEAR) Program

For the department (Commerce) to administer grants to eligible third-party administrators for heat pump and other high-efficiency electric equipment rebates, with a focus on low/moderate income households and small businesses. State incentives and rebates for installation of high efficiency electric equipment, including electrical panel upgrades, provide a benefit to the public consistent with the state's energy strategy and climate mandates by reducing greenhouse gas emissions from the built environment.

- (a) \$75,000,000 of the climate commitment account-state appropriation is provided solely for the department to administer ESSB 5200.PL grants to low/moderate income households and small businesses.

Commerce shall implement a statewide high efficiency electric equipment program consistent with the following:

- (a) Aid the transition of residential and commercial buildings away from fossil fuels by providing education and outreach resources for the installation of high efficiency electric heat pumps and other high efficiency electric equipment;
- (b) Provide grants, coordination, and technical assistance to eligible third-party administrators to promote the adoption of high efficiency electric heat pump equipment for space and water heating; and
- (c) Develop strategies to ensure that the program serves low income households, vulnerable populations, and overburdened communities, including dedicating a portion of the program funding for this purpose.

Tasks and Deliverables

Task 1: Funding Priorities

Third-party administrators that receive funding through HEAR, must meet the following funding priorities:

1. **Provide rebates and incentives that serve the following populations:**
 - a. Low-income single- and multifamily households with household income of 80% or less of Area Median Income.
 - b. Moderate-income single- and multifamily households with household income between 80% and 150% of Area Median Income.
 - c. Small businesses with fifty (50) employees or less, or otherwise meet the definition in RCW 39.26.010(22)
2. Rebates and incentives must be for the purchase or installation of high-efficiency electric equipment, including, but not limited to:

Table 1: Eligible High-Efficiency Electric Equipment

Upgrade Type	Eligible Equipment
Appliance	Electric Heat Pump Water Heater
	Electric Air-source or Ground source Heat Pump for Space Conditioning
	Commercial or Residential Induction Kitchen Equipment
	Electric Heat Pump Clothes Dryer

Electric Service necessary for the installation of high-efficiency electric equipment	Electrical Service and Panel Upgrade
	Electric Wiring

- (a) All equipment must meet the following requirements:
- Remove all fossil fuel equipment where technically and economically feasible.
 - All air-source heat pumps must be listed on the Northeast Energy Efficiency Partnership's (NEEP) Cold Climate Air Source Heat Pump (ccASHP) Product List, or meet the most recent ENERGY STAR Cold Climate product criteria.
 - All equipment must be ENERGY STAR Certified or CEE North Region Certified.
 - All equipment that uses refrigerants must follow the statutory global warming potential (GWP) limits from the Washington State Department of Ecology and the U.S. Environmental Protection Agency (EPA), and where technically and economically feasible, must use low GWP refrigerants listed by the EPA's Significant New Alternatives Policy (SNAP) Program, or the California Air Resources Board (CARB).
- (b) Mechanical, electrical, and plumbing (MEP) equipment may be eligible if necessary for the installation of eligible high-efficiency electric equipment listed in Table 1.
- (c) Education and outreach resources to promote the adoption of high-efficiency electric equipment and build workforce capacity.
- (d) Program administration costs not to exceed 15 percent of grant funds.

Task 2: Program Work Plan and Outcomes

Grantees must provide a work plan to COMMERCE. Work plans must address the following:

1. High-level description of the program, including goals and outcomes.
2. Description of the jurisdiction that the program will serve. This may include information on rural status, median income, and population demographics.
3. Total funding for the program – Commerce grant funds plus matching funds – and an anticipated budget that must include at a minimum:
 - a. Costs for rebates and incentives for eligible high-efficiency electric equipment
 - i. Costs should be categorized into the funding allocated to household and small business rebates and incentives, and subsequently by the eligible equipment rebates and incentives the program is providing (as described in Task 1).
 - b. Costs for outreach and education, if applicable.
 - c. Administrative costs.
4. Grantees must ensure that their program only provides rebates and incentives to the eligible rebate recipients listed in Task 1.
 - a. What populations or subsets of the listed eligible rebate recipients, does this program primarily serve? How will your jurisdiction prioritize the populations that will receive rebates and incentives?
 - b. How will the program qualify eligible households and small businesses to receive rebates or incentives? Possible methods for verifying eligibility of households may include participation in other income-qualified benefits programs (LIHEAP, SNAP, etc), tenancy in income-qualified housing units, or other methods, which verify income against the thresholds described in Task 1.
5. Describe how your jurisdiction, and any partners or subcontractors will, provide outreach and education about the program, and resources for the installation of high efficiency electric equipment.
 - a. What strategies will this program use to reach low-income households, vulnerable populations, and overburdened communities?
6. Describe the process for distributing rebates and incentives, including any application process that rebate recipients or contractors must follow.

7. Describe partnerships or subcontracts that the Grantee will use to complete the proposed scope of work of the program.

Task 3: Expenditure Reporting

1. All Grantees are required to submit Project and Expenditure Reports
 - a. Grantees must provide COMMERCE quarterly reports with an official expenditure report/ledger from their general ledger for all expenses claimed for COMMERCE funding from the program and any backup invoice documentation requested from COMMERCE. The expenditure report/ledger must include:
 - i. Number of households and small businesses that were provided rebates and incentives to purchase or install high-efficiency electric equipment and appliances
 - ii. Site information for households and small businesses that received rebates and incentives:
 1. Address, city, and zip code
 2. Date rebate or incentive claimed or issued
 3. Household income or small business size verification
 4. Pre-rebate fuel type of the household or small business
 5. Technical specifications of the equipment and appliances purchased or installed through the program, including, but not limited to the equipment brand, certifications, efficiency (SEER/HSPF/EER/COP), and cost
 6. Amount of the rebate or incentive claimed or issued
 7. Applicable building and electrical permit numbers
2. Grantees must provide COMMERCE an official final/close out expenditure report/ledger from their general ledger for all expenses claimed for COMMERCE funding from the program.
3. Grantees shall also provide information for any subawards, contracts, transfers, and direct payments made using funding from the program.
4. COMMERCE will withhold 2% of the total reimbursable amount for each item listed in Attachment B: Budget until the Grantee provides the official report/ledger from their general ledger for all expenses claimed for COMMERCE funding from the program.

Attachment B: Budget

Item	Description	Amount
1	Grant to administer a rebates and incentives program for high-efficiency electric equipment and appliances	\$1,321,551.00
	Total Grant Amount	\$1,321,551.00

Attachment C: Program Work Plan

1. High-level description of the program, including goals and outcomes.

The City of Vancouver will procure one or more subrecipients who will install heat pumps, cooking equipment, heat pump water heaters and clothes dryers for eligible homeowners and small businesses. Upgrades to electrical panels and wiring will also be installed as needed to support new electric equipment. Eligible homeowners are those earning up to 100% of AMI and eligible small businesses will have 50 or fewer employees. Vancouver will also work with Clark Public Utilities (CPU) to assist natural gas customers on a referral basis.

2. Description of the jurisdiction that the program will serve. This may include information on rural status, median income, and population demographics.

Services will be limited to within the Vancouver city limits. With a population approaching 200,000, Vancouver is now the fourth-largest city in the state, experiencing significant growth. The proportion of Vancouver residents aged 65 and older increased from 13% in 2011 to 19% in 2021, a higher share than in Clark County overall. Vancouver has also seen increasing diversity: from 2011 to 2021, the Hispanic and Latino population rose from 9% to 11%, the Asian population grew from 6% to 8%, and the Black population increased from 3% to 5%. Vancouver households generally have lower incomes compared to Clark County; the city's median household income is about \$70,000, which is \$14,000 lower than the countywide median of \$84,000.

3. Total funding for the program – Commerce grant funds plus matching funds – and an anticipated budget that must include at a minimum:

- a. Costs for rebates and incentives for eligible high-efficiency electric equipment
 - i. Costs should be categorized into the funding allocated to household and small business rebates and incentives, and subsequently by the eligible equipment rebates and incentives the program is providing (as described in Task 1).
- b. Costs for outreach and education, if applicable.
- c. Administrative costs.

Final budget and number of businesses and households served will be based on RFP proposals. Currently estimated as follows:

Homeowner Assistance	\$750,000
Small Business Assistance	\$350,000
Outreach and Education	\$23,365

Subrecipient Admin 12%	\$158,586
City Admin 3%	\$39,600
Total	\$1,321,551

4. Grantees must ensure that their program only provides rebates and incentives to the eligible rebate recipients listed in Task 1.
 - a. What populations or subsets of the listed eligible rebate recipients, does this program primarily serve? How will your jurisdiction prioritize the populations that will receive rebates and incentives?
 - i. Vancouver currently has a waiting list of homeowners who are qualified for the Community Development Block Grant (CDBG) homeowner rehabilitation program (earning less than 80% AMI). These homeowners will receive energy efficient equipment that is eligible for HEAR funding as needed when other CDBG-funded repairs are done in their home. Eligible HEAR equipment includes heat pumps, cooking equipment, heat pump water heaters and clothes dryers and may include electrical panels or wiring if necessary. Vancouver does not intend to serve households up to 150% of AMI. Because the homeowner program will include installation of appliances, it will be targeted to households at 80% AMI or below with some flexibility for households with income up to 100% AMI. Households that are not on the Homeowner Rehabilitation waiting list will be served on a chronological basis.
 - b. How will the program qualify eligible households and small businesses to receive rebates or incentives?
 - i. The subrecipients procured by the City of Vancouver will be well-versed in household and business eligibility requirements. Vancouver has had many conversations with small business support organizations experienced with CDBG funding which requires income documentation showing program participants earn less than 80% AMI. Given the growing affordability challenges experienced by many of Vancouver's BIPOC and lower-income small business owners, the City and its subrecipients will prioritize outreach to these communities.
 - ii. Vancouver will require subcontractors to collect certifications of income qualification as well as at least one piece of documentation for each business or household that they serve. At a minimum, one piece of income documentation must be collected. Acceptable forms of income documentation could include:
 - Proof of employment income in the form of:
 - Employment verification form completed by employer; or

- Last 4-6 consecutive paycheck stubs showing year-to-date amounts for all household members; or
 - W-2 forms (only if the applicant has had the same employer for at least two years and current income can be accurately projected)
 - If self-employed, tax returns for the last two years and a year-to-date profit and loss statement
 - Award or benefit letters and/or account statements for TANF, Social Security, Supplemental Security Income, disability income, pensions, or unemployment benefits
 - Proof of child support and/or spousal support received
 - Any other documentation needed to support the primary source of household income such as a signed lease for rental income
5. Describe how your jurisdiction, and any partners or subcontractors will, provide outreach and education about the program, and resources for the installation of high efficiency electric equipment.
- a. What strategies will this program use to reach low-income households, vulnerable populations, and overburdened communities?

Vancouver will provide comprehensive outreach and education about the program, along with resources for installing high-efficiency electric equipment, through intentional contractor partnerships subcontracting agreements, and promotional collaborations. Our anticipated contractor partners bring a skilled workforce experienced in energy efficiency upgrades for homes and small businesses while emphasizing workforce training to ensure access to quality green jobs for people from underserved populations.

These carefully selected partnerships will also allow us to leverage existing community networks to expand our reach, connecting priority recipients to the program. Anticipated project partners have indicated that they would connect this work to their affiliate organizations, including Affiliated Tribes of Northwest Indians, Native American Youth and Families, the National Association of Minority Contractors, and other culturally specific organizations. These connections will help us engage with underrepresented groups and ensure that our messaging is accessible and inclusive.

Vancouver also plans to collaborate with local electric provider CPU on program implementation. As a longstanding provider of energy efficiency incentives, CPU's partnership gives the City access to a well-established platform to promote the program and the ability to connect with households with lower income and those facing ongoing disparities.

In marketing and outreach materials as well as program contracts, policies and application documents, Vancouver and its subcontractors will identify the HEAR Program funding as follows: "The HEAR Program is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov." In certain cases, with limited

space available, at a minimum, the City and HEAR contractors will use the Washington CCA logo on all program documents and outreach:



6. Describe the process for distributing rebates and incentives, including any application process that rebate recipients or contractors must follow.

Homeowners will submit an application for assistance, similar to the current Homeowner Rehabilitation Program application. It is anticipated that residential HEAR assistance will not be through rebates, but will install approved HEAR equipment using local contractors who will conduct this work for eligible households. Contractors will be paid state prevailing wage and may be also supported with Climate Energy education through a CDBG-funded business assistance contract as they work with this program.

While it will be advantageous to work out the specific details for distributing rebates and incentives to small businesses with selected subrecipients, Vancouver may utilize both rebates for equipment as well as hire local contractors to install approved HEAR equipment to eligible business owners or property owners with no cost to the business. Likely subrecipients already have financial programs in place and it will make sense to leverage, where possible, existing processes to ensure efficiencies.

7. Describe partnerships or subcontracts that the Grantee will use to complete the proposed scope of work of the program.

Vancouver was waiting to receive the HEAR award amount from the Washington State Department of Commerce before issuing a Request for Proposal (RFP). The RFP was released in August 8, with selections made the first week of September and contracts starting shortly after that. Depending on the responses to the RFP, the City may select different providers to manage the housing and small business components of the award. Budget allocations and numbers served will be adjusted based on the proposals received.

The City has already reached out to several potential project partners and received significant interest from them in applying for these contracts. This preliminary engagement indicates a strong pool of candidates to fulfill the scope of work.

CITY OF
Vancouver
WASHINGTON
CITY OF VANCOUVER
SERVICES AGREEMENT
No. _____

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

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

WHEREAS, the City advertised and issued a Request for Proposal, numbered 46-24 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor be capable of performing the required services; and

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

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

- 1. SCOPE OF WORK:** The Contractor agrees to provide the City all services and materials set forth in the scope of work identified in Attachment "A", *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.*

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

- 2. COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$ 1,071,551.00 USD.

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

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

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. The Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse only pre-approved miscellaneous Contractor expenses at-cost upon submission of receipts to City.

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. Contractor shall submit the request for consideration, together with supporting documentation, 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.

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

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

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

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on September 23, 2024 and continue until September 22, 2025. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor’s responsive proposal to the City’s solicitation, and the City’s solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor’s obligations under this agreement (collectively referred to as “subcontractors”), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.

9. DELAYS AND EXTENSIONS OF TIME: If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.

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

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

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

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

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

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

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

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

15. CITY BUSINESS AND OCCUPATION LICENSE: The Contractor, 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) [website](#). For application assistance, contact DOR BLS at 360-705-6741. For more information about city business license regulations and fees, visit the City’s [website](#) or call 360-487-8410 option 3.

16. LIABILITY AND HOLD HARMLESS: The 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 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and

the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

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

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

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

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.

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

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

For the Contractor:
 James Parker
 Northwest Native Chamber
 4445 SW Barbur Blvd Ste 105
 Portland OR 97239
 Email: jparker@nwnc.org

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

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

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

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

22. 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.

23. 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.

24. PUBLIC DISCLOSURE COMPLIANCE: The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business

days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

25. 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.

26. 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.

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:
Northwest Native Chamber

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Attachment A

Scope of Work

The Contractor will administer the HEAR Program, providing rebates and incentives to households and small businesses for the purchase and installation of high-efficiency electric equipment and appliances.

Methods for providing rebates could include, but are not limited to:

- Point-of-sale reductions in the purchase price or installation cost of eligible equipment
- Customers pay the full price of eligible equipment, then submit an application for a rebate check to be sent to them
- Paying for the full cost of installing eligible equipment

Additionally, programs do not need to provide rebates for all of the eligible equipment, and programs can choose to serve subpopulations of the eligible rebate recipients.

Programs can be structured in a variety of ways within the state guidelines. Agencies do not have to administer all of the funding available or provide all of the types of services that are eligible.

The Contractor is strongly encouraged to coordinate with Clark Public Utilities (CPUD) and their longstanding appliance rebate programs throughout this process. CPUD has expressed a willingness to partner with the City's selected program administrator(s) and can assist in identifying and referring eligible rebate participants, particularly small businesses. Additionally, CPUD may augment City HEAR rebates with funding through existing CPUD programs to minimize costs for participants.

Target Recipients

Households with low to moderate-income (income $\leq$ 100% AMI) and small businesses with fewer than 50 employees. Given the growing affordability challenges experienced by many of Vancouver's BIPOC and lower-income small business owners, proposals should prioritize outreach to these communities.

Qualifying Equipment

Equipment eligible for rebates and/or installation includes:

- Ducted and ductless heat pumps (air-source and ground-source)
- Residential and commercial induction cooking equipment
- Heat pump water heaters
- Heat pump clothes dryers
- Electric panel and wiring upgrades required to accommodate new electric equipment

All equipment must be ENERGY STAR Certified or AHRI CEE North Region Certified. Air-source heat pumps must be listed on the Northeast Energy Efficiency Partnership's Cold Climate Air Source Heat Pump (ccASHP) Product List, or meet the most recent ENERGY STAR Cold Climate product criteria.

Where feasible, equipment that uses refrigerants must use low global warming potential refrigerants listed by the US EPA's SNAP Program or the California Air Resources Board.

Rebates and incentives may not be used for new fossil fuel equipment, including fossil fuel heat pumps.

Rebate Distribution

Implement methods for providing rebates, including point-of-sale reductions, rebate checks, and full installation cost coverage. Rebates issued in the form of checks, purchase price reductions, or deductions from contractor invoices are not subject to prevailing wage requirements. However, if the Contractor is directly paying for the installation of eligible equipment, they must comply with state prevailing wage laws.

If prevailing wages apply, the Contractor will be responsible for notifying the contractor of the prevailing wage requirements and providing them with a link to the applicable wage rates for the project. In addition, the Contractor will be responsible for collecting approved Statement of Intent and Affidavit of Wages Paid forms from the selected Contractor and providing the documentation to the City with each reimbursement request.

Reporting and Compliance

The Contractor must submit project and expenditure reports with each invoice submitted for reimbursement. Reports will include the following information:

- A site list of where rebates or incentives were provided
- Household income or small business size verification
- Pre-rebate fuel type or heating source
- Amount of rebate or incentive issued
- Date of equipment install
- Specifications of the equipment purchased or installed, including brand and certification

Timeline

Funds available July 1, 2024 – June 30, 2025.

Northwest Native Chamber										
Vancouver HEAR Administration										
	Rate	Count NWNC	Total NWNC	Count HMC	Total HMC	TOTAL GRANT				
A. PERSONNEL										
Clean Energy Program Manager			\$ 10,085.00							
Clean Energy Coordinator			\$ 6,247.00							
NW Clean Energy Specialist			\$ 6,784.00							
HMC Program Manager					\$ 9,750.00					
HMC Business Developer					\$ 5,000.00					
Subtotal			\$ 23,116.00		\$ 14,750.00	\$ 37,866.00				
B. FRINGE										
Clean Energy Program Manager			\$ 3,267.00							
Clean Energy Coordinator			\$ 2,318.00							
NW Clean Energy Specialist			\$ 3,479.20							
HMC Program Manager					\$ 2,145.00					
HM Businesss Developer					\$ 1,100.00					
Subtotal			\$ 9,064.20		\$ 3,245.00	\$ 12,309.20				
C. TRAVEL										
Mileage	\$0.67	267.00	\$ 178.89	200	\$ 134.00					
Per Diem	\$59.00	0.00	\$ -							
Lodging	\$107.00	0.00	\$ -							
Subtotal			\$ 178.56		\$ 134.00	\$ 312.56				
D. EQUIPMENT										
Ducted Heat Pumps	\$2,247.00	36.00	\$ 80,892.00	6	\$ 13,482.00					
Ductless Heat Pumps	\$2,502.00	36.00	\$ 90,072.00	7	\$ 17,514.00					
Residential Induction Cooking	\$1,500.00	22.00	\$ 33,000.00	12	\$ 18,000.00					
Commercial Induction Cooking	\$12,000.00		\$ -							
Heat Pump Water Heaters	\$1,475.00	36.00	\$ 53,100.00	11	\$ 16,225.00					
Heat Pump Clothes Dryers	\$984.00	21.00	\$ 20,664.00	7	\$ 6,888.00					
New Electrical Panels	\$500.00	26.00	\$ 13,000.00	6	\$ 3,000.00					
New Electrical Wiring	\$2,000.00	18.00	\$ 36,000.00	6	\$ 12,000.00					
Misc installation supplies	\$200.00	195.00	\$ 39,000.00	55	\$ 11,000.00					
Subtotal			\$ 365,728.00		\$ 98,109.00	\$ 463,837.00				
E. SUPPLIES										
Office Supplies			\$ -							
Subtotal			\$ -		\$ -	\$ -				
F. CONTRACTUAL										
Marketing			\$ 12,000.00							
Intakes and home energy assessments	\$974.00	50.00	\$ 48,700.00							

Subtotal			\$ 60,700.00		\$ -	\$ 60,700.00				
G. CONSTRUCTION										
Install Ducted Heat Pumps	\$1,000.00	36.00	\$ 36,000.00	6	\$	6,000.00				
Install Ductless Heat Pumps	\$1,000.00	36.00	\$ 36,000.00	7	\$	7,000.00				
Install Residential Induction Cooking	\$500.00	22.00	\$ 11,000.00	12	\$	6,000.00				
Install Commercial Induction Cooking	\$2,000.00	0.00	\$ -	0	\$	-				
Install Heat Pump Water Heaters	\$500.00	36.00	\$ 18,000.00	11	\$	5,500.00				
Install Heat Pump Clothes Dryers	\$500.00	21.00	\$ 10,500.00	7	\$	3,500.00				
Install New Electrical Panels	\$1,500.00	26.00	\$ 39,000.00	6	\$	9,000.00				
Install New Electrical Wiring	\$8,000.00	18.00	\$ 144,000.00	6	\$	48,000.00				
Additional Labor Charges	\$220.00	195.00	\$ 42,900.00	55	\$	12,100.00				
Subtotal			\$ 337,400.00		\$	97,100.00	\$ 434,500.00			
H. OTHER										
Outreach Events - Space	\$500.00	2.00	\$ 1,000.00							
Outreach Events - Food and Supplies	\$3,000.00	2.00	\$ 6,000.00							
Clean Energy Education Consultant				4	\$	4,000.00				
Subtotal			\$ 7,000.00			\$4,000.00	\$ 11,000.00			
Total Direct			\$ 803,186.76		\$	217,338.00	\$ 1,020,524.76			
Indirect Rate			5%			5%				
I. Indirect Charges			\$40,159.34			\$10,866.90	\$51,026.24			
TOTAL BUDGET			\$ 843,346.10		\$	228,204.90	\$ 1,071,551.00			
Target:							\$1,071,551.00			
Balance							\$0.00			
Total Staffing and Admin							\$101,201.44			
Staffing and Admin Allowed							\$101,201.53			
Balance							\$0.09			

*Note that we will host outreach events together

Staff Report: 180-24

To: Mayor and City Council
From: City Manager
Date: September 16, 2024

Subject

Subrecipient Agreement between City of Vancouver and the 2023 and 2024 Urban Area Security Initiative

Key Points

- Vancouver has been invited to apply for 2023 Urban Area Security Initiative (UASI) grant funding in partnership with the Portland Regional Disaster Preparedness Organization (RDPO) to enhance regional emergency response capabilities.
- Recently enacted Washington state legislation requires that, when possible, officers use de-escalation tactics prior to using force.
- Armored vehicles help officers safely employ de-escalation tactics by maintaining the benefits of time, distance, and cover at close distances so they can implement negotiations and other best-practice resources and strategies to resolve dangerous situations.
- Since the purchase of our first armored vehicle with 2004 UASI grant funding, the City population and calls for service involving an imminent threat to life have increased substantially, and a second vehicle is needed to enhance the safety of first responders and the community as the City continues to grow. If grant funding is approved for the vehicle purchase, one armored vehicle could be available at each police precinct. This strategic placement would help to improve response times to many critical calls while also enhancing the safety of first responders and the public throughout the region.

Strategic Plan Alignment

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

Present Situation

Identified by the 2015 President's Task Force on 21st Century Policing, and codified into Washington state law, de-escalation tactics, when available, are required prior to police use of force. De-escalation tactics are now a consistent part of law enforcement training and practice throughout the region. These tactics include the concepts of increasing time, distance, and cover, so more options and resources are available to resolve an incident without a significant use of force (RCW 10.120.010).

Armored vehicles allow the Police Department to align with the community's changing expectations of police responses to critical incidents. Current industry best practices often involve a police response, which includes less lethal use of force tools, officers specially trained in mental health issues and negotiations, and medically trained officers. The armored vehicle is used to transport this team of responders into a dangerous situation to take coordinated actions that are intended to minimize use of force during an incident. In addition to transport and shielding, these vehicles provide upgraded lighting, which allows for responding officers to clearly see and better interpret the visual nuances of a particular situation. Amplified sound and public address systems are also a benefit of these vehicles,

which allows officers to communicate effectively with people in hard-to-reach locations, again increasing distance and slowing down the pace of the incident to help de-escalate the situation. Finally, the four-wheel drive and higher ground clearance of these vehicles allows for the protective properties of the vehicle to be utilized in rough terrain. In an urban environment, armored vehicles are critical tools in enhancing first responders' abilities to create time, distance, and cover, so more options are available to resolve critical incidents with alternatives to deadly force. Further, recent increases in Domestic Violent Extremism and other violent crime have taxed the region's existing resources to safely respond to and resolve these incidents.

The City of Vancouver currently maintains one armored vehicle, which has been used to support law enforcement efforts throughout the region. However, a single vehicle is no longer adequate to support the growing population of our City and the increasing complexity and violence of the calls encountered by our officers in an atmosphere of changing community expectations. This is reflected by the fact that our City frequently requests the use of similar vehicles from neighboring law enforcement agencies to support our operations, which can result in substantial response delays that further complicate rapidly changing and dynamic crisis events.

If grant funding is approved, the vehicle proposed by the Vancouver Police Department has been estimated to cost \$321,382. It would be stationed at the East Precinct to expedite response times for City residents. From this location, it could also be used as a regional asset for neighboring law enforcement or other emergency response entities that require its use.

Council reviewed and approved this grant in December 2022; however, since that time, there were delays and RDPO adjusted the funding for the grant. Initially the funding was slated for the 2023 UASI grant and in May 2024, RDPO approached VPD with funding to split the cost between two grants. The subrecipient award, for the 2023 UASI grant will provide \$223,000 in funding and the remaining balance of \$100,428 will be funded from the 2024 UASI grant. The 2024 UASI grant is pending FEMA approval and we do not expect to receive the subrecipient award until March/April of 2025.

Advantage(s)

1. Improved police response times to emergency calls for service involving active shooters, Domestic Violent Extremism, other violent crimes, or armed individuals in crisis.
2. Enhanced law enforcement de-escalation abilities (time, distance, and cover) while engaging with armed subjects, resulting in decreased uses of force and police-involved shootings.
3. Improved officer safety while addressing violent crime, mass casualty events, explosive incidents, armed people in crisis, or other situations where law enforcement faces an elevated risk of significant injury or death.
4. Enhanced ability to rescue imperiled or injured community members from an active shooter or other active threat.
5. Better outcomes from law enforcement engagements with armed people suffering from a mental health crisis-where ballistically protected vehicles allow trained negotiators and other specialists the safe opportunity to de-escalate someone who is not necessarily intent on harming others.

Challenge(s)

1. Initial and annual costs. Should the grant be approved, funding will be limited to the purchase price of the vehicle. The City will be required to pay sales tax and annual maintenance on the vehicle.

2. Replacement. Should the grant be approved, the City will be required to sustain the capability of this asset, which will require the replacement of the vehicle at the end of its operational life (15 years).

Budget Impact

If approved, this item will be included in the 2025-2026 Biennial Budget recommendation. The ER&R on this vehicle is anticipated to be covered by the allocation from the Criminal Justice Fund . There will be no impact on the City General Fund.

Prior Council Review

December 5,2022 - Consent Item

Action Requested

Authorize the City Manager, or designee, to approve the 2023 subrecipient agreement between the City of Vancouver and Urban Area Security Initiative.

Staff Contact

Daphine Harris, Finance and Logistics Supervisor, daphine.harris@cityofvancouver.us

Attachments:

1. 2023 UASI City of Vancouver Subrecipient Agreement

**SUBRECIPIENT AGREEMENT
for
City of Vancouver
2023 Urban Area Security Initiative**

Agreement Number: 32003506



This Agreement is between **City of Portland** ("City"), a municipal corporation organized under the laws of the State of Oregon, and **CITY OF VANCOUVER** ("Grantee").

This Agreement is authorized by City Ordinance No.191669

A. Background

1. City of Portland, through its Portland Bureau of Emergency Management (PBEM), is the subrecipient of United States Department of Homeland Security (DHS) Urban Area Security Initiative (UASI) grant funds passed through the Oregon Department of Emergency Management (OEM) and wishes to enter into this Agreement with Grantee as a subrecipient of the federal funds.
2. The following exhibits are attached and incorporated into this Agreement by reference.
[Exhibit A: Scope of Work](#)
[Exhibit B: Federal Requirements and Certifications \(including Attachments A and B\)](#)
[Exhibit C: Information required by 2 CFR 200.332](#)
[Exhibit D: Subrecipient Insurance](#)
[Exhibit E: Request for Reimbursement \(RFR\)](#)
[Exhibit F: OEM and City UASI 2023 grant award \(including Exhibits A, B, C, and D\)](#)
[Exhibit G: Equipment Transfer and Disposition form](#)
[Exhibit H: Equipment Inventory Report](#)
3. City selected Grantee, through a process created by the Regional Disaster Preparedness Organization (RDPO) that serves in the capacity of Urban Area Work Group (UAWG) to coordinate program development and decision-making processes for allocating UASI subgrants, to receive funding.

B. Effective Date and Duration

This Agreement is effective from April 1, 2024, until, and including, March 31, 2026, unless terminated or extended as provided in this Agreement. Grantee may not spend grant funds after the Agreement terminates or expires.

C. Scope of Work

Grantee, and its subrecipients and subcontractors, if any, shall provide all services and materials specified in [Exhibit A](#) ("Scope of Work") which is incorporated into this Agreement by this reference as if set forth in full as described in grant documents approved by OEM. Grantee shall provide all services and materials in a competent and professional manner in accordance with the Scope of Work.

D. Compensation

The total Agreement amount is \$223,000. Funds may only be used for the specific budget line items they were awarded. See [Exhibit A](#) for detail.

E. Reimbursement

1. City will reimburse Grantee its qualified costs incurred in carrying out the Scope of Work, as identified in this Agreement, not to exceed \$223,000. All invoice payments are conditional upon presentation of properly documented reimbursement requests. Reimbursements will be made upon approval by City of a Request for Reimbursement (RFR) as specified in [Exhibit E](#). RFRs shall be submitted bimonthly on or before 30 days following the end of the bimonthly billing period. Final RFR shall be submitted no later than 30 days following the end of the grant. Reimbursements for expenses will be withheld if the Performance Reports described in [Exhibit A](#) are not submitted by the dates.
2. Qualified costs are defined as direct project costs, incurred by Grantee, subawardees and subcontractor(s) during the term of this Agreement. City will reimburse Grantee for qualified costs for work described in [Exhibit A](#) and conform to the following requirements:
 - a. [2 CFR 200 - Uniform Guidance](#)
 - b. Department of Homeland Security, Notice of Funding Opportunity viewable at: <https://www.fema.gov/grants/preparedness/homeland-security/fy-23-nofo>
 - c. [Exhibit F](#), the OEM and City UASI 2023 grant award
3. Reimbursement requests shall display one hundred percent (100%) of the total project costs incurred during the period of the reimbursement, and identify any required matching amounts, if applicable. See [Exhibit E](#) for a detailed checklist for types and sources of acceptable documentation required before payment can be made. In addition, City may require a more detailed budget breakdown, and Grantee shall provide the supplementary budget information in a timely manner in the form and content prescribed by City. Any amendments to the budget must be approved in writing by both City and OEM.

F. Recovery of Grant Funds

Grantee shall return to City, within 15 days after the City's written request, any funds disbursed to Grantee under this Agreement that, in City's sole judgment, are spent in violation of the provisions of this Agreement upon termination or expiration of this Agreement.

G. Representations and Warranties

Grantee represents and warrants to City as follows:

1. Organization and Authority. Grantee has full power, authority, and legal right to enter into this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.
2. NIMS Compliance. By accepting UASI 2023 funds, Grantee certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at https://www.oregon.gov/oem/emresources/Plans_Assessments/Pages/NIMS.aspx
3. Cybersecurity. Grantee certifies that it has completed the [2023 Nationwide Cybersecurity Review](#) as required by the federal funder and can document compliance with this requirement.

The warranties set forth in this section are in addition to, and not in lieu of: any other warranties set forth in this Agreement or implied by law.

H. Universal Entity Identifier and Contract Status

Grantee shall apply for a Unique Entity Identifier (UEI) number as required for receipt of funding. In addition, Grantee shall maintain an active registration in the Central Contractor Registration database, located at www.sam.gov.

I. Program Income

Grantee shall report monthly on all program income (as defined by [2 CFR 200.1](#)) generated by activities carried out with the grant funds made available under this Agreement. The use of program income by Grantee shall comply with the requirements set forth by [2 CFR 200.307](#)

J. Procurement

Grantee shall comply with all applicable procurement procedures and regulations, including applicable federal and state laws. In addition, Grantee shall comply with the applicable provisions of [2 CFR Part 200](#). This agreement also authorizes City to procure on Grantee's behalf for costs related to Scope of Work.

1. Subcontracts.

- a. Grantee may enter into subcontracts for the performance of this grant. Grantee must comply with all terms outlined in [Exhibit F](#) and contained in this Agreement.
- b. City's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement. Payment under the terms of this Agreement will be made to Grantee, and subcontractors have no right to payment directly from City.
- c. Grantee is solely responsible for paying Grantee's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor and City.
- d. All subcontracts, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition and use small, minority, or women-owned or disadvantaged business to the extent practicable.
- e. Grantee agrees to include all relevant provisions of this Agreement in all subcontracts entered into as part of the activities undertaken in furtherance of this Agreement and will take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of regulations issued by any federal agency or the State of Oregon.

2. **Suspension and Debarment.** Grantee agrees not to subcontract with an entity where it has notice or knowledge that the latter has been found in violation of regulations under [2 CFR 200.214](#) "Suspension and Debarment". Grantee is responsible for further requiring this inclusion of a similar term or condition in any subsequent lower tier covered transactions. Grantee may access the Excluded Parties List System at www.sam.gov.

3. **Conflict of Interest.** Grantee must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with [2 CFR 200.112](#). Conflicts of Interest must be disclosed in writing to City within five calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.

4. **City Procurement Delegation.** Grantee authorizes City to procure on behalf of Grantee upon written request. If City is procuring on Grantee's behalf, City's procurement policies will be followed. When City has purchased goods or services for Grantee or Grantee's subrecipient, arrangements for delivery will be made between the parties. Grantee or Grantee's subrecipient shall be the Owner of said goods or services and shall be responsible for complying with all applicable requirements as outlined in the Code of Federal Regulations (CFR) and Office of Management and Budget (OMB) Circulars, the State grant agreement, and this Agreement. For equipment purchases where City takes initial receipt, an Asset Transfer Form will be completed to document transfer of ownership. See [Exhibit G](#).

K. Records Maintenance – Access

1. Grantee shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles (“GAAP”). In addition, Grantee shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Grantee’s performance.
2. Grantee acknowledges and agrees that City, the Federal Awarding Agency, the Comptroller General of the United States or their duly authorized representatives shall have access to such fiscal records and other books, documents, timesheets, papers, plans and writings of Grantee that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts.
3. Grantee shall retain and keep accessible all such fiscal records, books, documents, timesheets, papers, plans, and writings for a minimum of six years, or such longer period as may be required by applicable law, following final expenditure report and termination of this Agreement or final disposition of asset, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Consistent with [2 CFR 200.334](#) through [200.337](#), Grantee is required to retain the records relating to this Agreement.

L. Audits

If Grantee spends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with provisions of [2 CFR 200 Subpart F](#).

A copy of the audit shall be submitted to City within 30 days of completion.

M. Lobbying

Grantee certifies that none of the funds provided under this Agreement will be used to pay any person to influence or attempt to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress in connection with any Federal action concerning the award or renewal.

N. Mandatory Disclosures

Grantee must immediately notify City in writing of all violations of local, state and federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the funds under this Agreement as provided in [2 CFR 200.113](#).

O. Ownership

Grantee shall be the owner of all equipment and supplies purchased under this Agreement, unless otherwise outlined in a Grantee subcontract.

P. Equipment – Cooperative Use

All equipment purchased with funds under this Agreement will be made available to all eligible regional partners. All reasonable requests must be met when sufficient notice is given, and no reasonable conflict exists. Owners may not charge “rental” fees for equipment but may seek reimbursement for normal expenses (not already covered by grant funds) such as fuel, vehicle damage, maintenance for wear and tear, when appropriate.

Q. Equipment Tracking and Reporting Requirements

Grantee agrees to comply with all property and equipment tracking and monitoring processes required by the grant, this Agreement, City and the State, to treat all single items of equipment valued over \$5,000 as capital assets, to provide City with a list of such equipment on a biennial basis falling on even years, using PBEM’s Equipment Inventory Report (see [Exhibit H](#)), and to complete and return the report to PBEM on or before June 30th of the reporting year. The list shall include, but is not limited to, status and condition, asset number, funding source (including the federal award identification number), who holds the title, date of purchase and cost, equipment description, serial number, location where the equipment

is housed or stored, and disposition information (date of disposal and sale price of the property). All requirements for the tracking, monitoring, disposition, and transfer of fixed assets are set forth in [2 CFR 200.313](#), which can be found here: http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=8d75f90044e30262070fe0bc233c337f&mc=true&n=pt2.1.200&r=PART&ty=HTML#_top

Grantee or Grantee's subrecipient shall maintain and store all equipment and supplies, provided or purchased, in a manner that will keep it safe and secure, prolong its useful life and be maintained in good working condition throughout its useful life.

R. Amendment

This Agreement may be modified or amended only by the written agreement of both parties but must remain consistent with the requirements of the UASI program and the Agreement between the State and City.

S. Termination

1. Termination by Failure to Receive Funding. City may terminate this Agreement if City fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow City, in the exercise of its reasonable administrative discretion, to continue to make payments for the performance of this Agreement; or federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Scope of Work is no longer allowable or no longer eligible for funding under this Agreement.
2. Cause for Termination; Cure Period. It shall be a material breach and cause for termination of this Agreement if Grantee uses grant funds outside of the scope of this Agreement, or if Grantee fails to comply with any other term or condition or to perform any obligations under this Agreement within 30 days after written notice from City. If the breach is of such nature that it cannot be completely remedied within the 30-day cure period, Grantee shall commence cure within the 30 days, notify City of Grantee's steps for cure and estimated timetable for full correction and compliance, proceed with due diligence and good faith to correct any failure or noncompliance, and obtain written consent from City for a reasonable extension of the cure period.
2. No Payment or Further Services Authorized During Cure Period. During the cure period, City is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement, and Grantee shall not perform services or take actions that would require City to pay additional grant funds to Grantee. Grantee shall not spend unused grant funds, and such unused funds shall be deemed held in trust for City. Grantee shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
3. Termination for Cause. Termination for cause based on Grantee's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30-day period unless a written extension of cure period is granted by City. Grantee shall return all grant funds to City that had not been spent as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by Grantee under this Agreement shall, at the option of City, become the property of City; and Grantee may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in City's sole discretion, in a sum not to exceed the grant funds already expended.
4. Penalty for Termination for Cause. If this Agreement is terminated for cause, Grantee shall repay all grant funds tendered under this Agreement to City, and City, in its sole discretion, may decline to approve or award future grant funding requests to Grantee.

5. Termination by Agreement or for Convenience of City. City and Grantee may terminate this Agreement at any time by mutual written agreement. Alternatively, City may, upon 30 days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, Grantee shall return any unspent grant funds within thirty days after the effective date of termination. Unless the parties agree otherwise, Grantee shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds. City shall not be liable for indirect or consequential damages. Termination by City shall not waive any claim or remedies it may have against Grantee.

T. Hold Harmless

1. Grantee shall hold harmless, defend, and indemnify City and Oregon Emergency Management and its officers, agents and employees against all claims, demands, actions and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of Grantee and its contractors in the performance of this Agreement.
2. The obligations of Oregon public bodies, as defined by ORS 30.260(4), under this section are limited subject to the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300).

U. Independent Contractor Status

1. Grantee shall be an independent contractor for all purposes and shall be entitled only to the compensation provided in this Agreement. Under no circumstances shall Grantee be considered an employee of City.
2. Grantee shall provide all tools or equipment necessary to carry out this Agreement and shall exercise complete control in achieving the results specified in the Scope of Work.
3. Grantee is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement.

V. Choice of Law

The situs of this Agreement is Portland, Oregon. Any litigation over this Agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the State of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

W. No Waiver of Claims

The failure to enforce any provision of this Agreement shall not constitute a waiver by City of that or any other provision.

X. Modification

Notwithstanding and succeeding any and all prior agreements or practices, this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing, signed by both parties.

Y. Severability

If any clause, sentence or any other portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

Z. Third Party Beneficiaries

There are no third-party beneficiaries to this Agreement and it may only be enforced by the parties.

GRANTEE, BY EXECUTION OF THIS AGREEMENT, ACKNOWLEDGES THAT GRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Grantee

Authorized Signature

Date

Printed Name:

Title:

Approved as to Legal Sufficiency *(if required for Grantee)*

Legal Counsel

Date

Printed Name:

Title:

Grantee Program Contact

Name_____

Title:_____

Address:_____

Phone: _____

Email:_____

Grantee Fiscal Contact

Name_____

Title:_____

Phone: _____

City of Portland Program & Fiscal Contact

Name: Mark Ferdig

Title: RDPO Managing Director

Address: 9911 SE Bush, Portland,
Oregon 97266

Phone: (971) 442-3188

Email: RDPO@portlandoregon.gov

Agreement Number: 32003506

Contract Title: 2023 Urban Area Security Initiative for CITY OF VANCOUVER

CITY OF PORTLAND SIGNATURES

By: _____ Date: _____
Bureau Director or designee

Approved as to Form:

By: _____ Date: _____
Office of City Attorney

Approved:

By: _____ Date: _____
Office of City Auditor

Exhibit A – Scope of Work

This scope of work is comprised of the projects described below:

1. Vancouver Regional Rescue Vehicle - Phase I

Goals and Performance Measures

Project	Milestones	Estimated Completion Date (following execution of this agreement)
Vancouver Regional Rescue Vehicle - Phase I	1.1. Order Regional Rescue Vehicle 1.2. Take Delivery of the Rescue Vehicle	March 31, 2026

Performance Reports

Grantee agrees to submit on a quarterly basis Performance Reports to Project Manager by April 10th, July 10th, October 10th, and January 10th, during the term of the grant agreement. Performance Reports shall be provided in the format requested by City. Late Performance Reports could result in the suspension and/or termination of the grant.

Grant Total Budget – All Projects

Budget Line-Item	Budget by Project	Federal Funds by Project Area
UA23-028	Vancouver Regional Rescue Vehicle – Phase I	\$223,000
	Totals	\$223,000

Federal Awarding Agency grant funds to be reimbursed to Grantee not to exceed **\$223,000**.

Exhibit B – Federal Requirements and Certifications

Grantee, and all subrecipients, or subcontractors shall comply with the OEM and City Agreement attached as **Exhibit F** and all applicable federal requirements, including, but not limited to, the following:

Non-Discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons. Grantee and any of its contractors or subcontractors assures compliance with all applicable nondiscrimination laws, including but not limited to:

- a. **Title VI of the Civil Rights Act of 1964** (42 USC § 2000d et seq);
- b. **Age Discrimination Act of 1975** (42 USC § 6101 et seq);
- c. **Americans with Disabilities Act of 1990** (42 USC §§ 12101-12213; Title I, II, and III);
- d. **Civil Rights Act of 1968** (18 USC § 245(b)(2));
- e. **Title IX, Education Amendments of 1972** (20 USC § 1681 et seq); and
- f. **Section 504 of the Rehabilitation Act of 1973** (29 USC § 794).

Services to Limited English Proficient (LEP) Persons. Grantee and any of its subrecipients or subcontractors agree to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency (LEP). To ensure compliance with Title VI, Grantee shall take reasonable steps to develop and implement a system to provide those services so LEP persons can have meaningful access to them. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. For additional information regarding LEP obligations, please see www.lep.gov

Drug-Free Workplace Requirement. Grantee agrees to comply with the requirements of the Drug Free Workplace Act of 1988, 41 USC § 701 et seq., which requires that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Grantee shall notify City within ten (10) days if an employee of Grantee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

Whistleblower Protection. Grantee agrees to comply with the requirements under the Whistleblower Protection Act, 41 USC § 4712, as applicable.

Personally Identifiable Information (PII). Grantee, if it collects PII, is required to have a publicly available privacy policy that describes what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.

False Claims Act & Program Fraud Civil Remedies. 31 USC § 3729, prohibiting recipients of federal payments from submitting a false claim for payment. See 38 USC §§ 3801-3812 detailing administrative remedies for false claims and statements made.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. Grantee certifies by accepting funds under this Agreement that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency.

Standard Assurances and Certifications Regarding Lobbying. Grantee is required to comply with [2 CFR 200.450](#) and the authorities cited therein, including 31 USC § 1352.

Procurement of Recovered Materials. Grantee and any of its subrecipients or subcontractors agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery act and in accordance with Environmental Protection Agency guidelines at: [40 CFR Part 247](#).

Build America, Buy America Act. Grantee and any of its subrecipients or subcontractors agrees to comply with Section 70914 of the Build America, Buy America Act (BABAA), Pub. L. No. 117-58, §§ 70901- 52, which requires all federal agencies to ensure that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” “Infrastructure” Includes, 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. Infrastructure includes facilities that generate, transport, and distribute energy.

Exhibit B – Federal Requirements and Certification

Attachment A – Debarment Certification

1. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION

By signing and submitting this Agreement, Grantee certifies as follows:

The certification in this clause is a material representation of fact relied upon by **City of Portland**. If it is later determined that Grantee knowingly rendered an erroneous certification, in addition to remedies available to **City of Portland**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Grantee agrees to comply with the requirements of Executive Order [12549](#) and [2 CFR part 180](#), throughout the period of this Agreement. Grantee further agrees to include a provision requiring such compliance in its lower tier covered transactions.

This certification is required by the regulations implementing Executive Order 12549 and 12689, 2 CFR part 180.

Signature _____

Name _____

Title _____

Organization _____

Date _____

Exhibit B – Federal Requirements and Certification

Attachment B – Lobbying Certification

AA.CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned **Grantee** official certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such expenditure or failure.

Grantee, City of Vancouver, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Grantee understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

Signature of Grantee's Authorized Official

Name (Printed)

Title

Date

Exhibit C – Information Required by 2 CFR 200.332

1. Federal Award Identification:

- (i) Subrecipient name (which must match the name associated with its unique entity identifier): CITY OF VANCOUVER
- (ii) Subrecipient's unique entity identifier: TM9CHABUP4B2
- (iii) Federal Award Identification Number (FAIN): EMW-2023-SS-00004-S01
- (iv) Federal Award Date: September 1, 2023
- (v) Subaward Period of Performance: Agreement Effective Date through March 31, 2026
- (vi) Subaward Budget Period Start and End Date: Agreement Effective Date through March 31, 2026
- (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: \$223,000
- (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including this Agreement: \$223,000
- (ix) Total Amount of Federal Award committed to the subrecipient by the pass-through entity: \$223,000
- (x) Federal award project description: The Urban Area Security Initiative Grant plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.
- (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - a) Federal awarding agency: Department of Homeland Security, Federal Emergency Management Agency
 - b) Pass-through entity: Oregon Department of Emergency Management to the City of Portland, Portland Bureau of Emergency Management, on behalf of the Regional Disaster Preparedness Organization
 - c) Awarding official: Shad Ahmed, Director, Portland Bureau of Emergency Management, 9911 SE Bush, Portland Oregon 97266
- (xii) Assistance Listings number and Title: 97.067, Homeland Security Grant Program Amount: \$8,647,500
- (xiii) Is Award Research & Development? No
- (xiv) Indirect cost rate for the Federal award: 0%

2. Subrecipient's indirect cost rate: 0%

Exhibit D – Subrecipient Insurance

Grantee shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.

Workers' Compensation Insurance: Grantee, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, Grantee, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.

Commercial General Liability Insurance: Grantee shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Automobile Liability Insurance: Grantee shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned autos. This coverage may be combined with the commercial general liability insurance policy.

Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name City and its bureaus, officers, agents and employees as Additional Insureds, with respect to Grantee's or its contractor's activities to be performed or services to be provided. Grantee shall provide proof of additional insured coverage in the form of an additional insured endorsement form or a policy coverage document acceptable to City. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Continuous Coverage; Notice of Cancellation: Grantee shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) days written notice from Grantee to City. If the insurance is canceled or terminated prior to termination of the Agreement, Grantee shall immediately notify City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.

Proof of Insurance: Grantee shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable additional insured endorsements, to City at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to City. Grantee shall pay for all deductibles and premium from its non-grant funds. City reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. In lieu of filing the certificate of insurance required herein, if Grantee is a public body, Grantee may furnish a declaration that Grantee is self-insured for public liability and property. damage for a minimum of the amounts set forth in ORS 30.272 and 30.273.

Exhibit E – Request for Reimbursement (RFR)

INVOICE VOUCHER NO.			DATE:	
SUBMIT INVOICE TO			INSTRUCTIONS TO VENDOR: Submit this form to claim payments/reimbursement for equipment, materials or services. Show complete detail for each item and include all backup documentation (checklist definitions on page 2).	
PORTLAND BUREAU OF EMERGENCY MANAGEMENT ATTN: FINANCE & GRANTS 9911 SE BUSH ST PORTLAND, OR 97266				
SUBRECIPIENT OR CLAIMANT NAME & ADDRESS (Check is to be payable to)				
SUBRECIPIENT IGA NO.			GRANT NUMBER:	
DATE	DESCRIPTION	BUDGET LINE-ITEM	BUDGET AMOUNT	AMOUNT OF REIMBURSEMENT
			TOTAL REIMBURSEMENT	
PREPARED BY (PRINT NAME) & SIGNATURE		PREPARER'S EMAIL		PREPARER'S TELEPHONE NUMBER

I certify that all payments requested are for appropriate purposes in accordance with the grant agreement and set forth in the application award documents and that all backup documentation submitted, as checked on page two (2) accurately represents items or services purchased.

Approver Name & Signature

Date Approved

Exhibit E – Request for Reimbursement (RFR)

PLEASE CHECK BOXES FOR THE FOLLOWING BACKUP DOCUMENTS ATTACHED:

1. **Regional Staffing Reimbursement** - Includes personnel cost, mileage and parking, telecom, space rental, office supplies.
☐ Mileage reimbursement backup document includes google maps showing the total miles travel and the meeting agenda.
☐ Receipts or invoices.
☐ Payroll Reports/Approved timesheets.
2. **Travel Reimbursements** - Lodging and meals must meet the Federal per diem rate. Please visit www.gsa.gov/portal/content/104877 for allowable GSA rates
☐ Registration form.
☐ Travel authorization form.
☐ Conference or training agenda.
☐ Receipts and proof of payment for all expenses except meals.
☐ SAM exclusion (www.sam.gov) (A printout must be submitted).
☐ Training report, if applicable.

Please Note: Food and beverages provided during the event must be deducted from per diem allowance. Receipts should be itemized and cannot include tips for food or services and alcohol. The UASI Training Report form found at <https://www.portlandoregon.gov/pbem/53958> must be submitted within 30 days after the training occurred.

3. **Supplies and Equipment Purchase Reimbursements**
☐ Quotes.
☐ Solicitations (Request for proposals, invitation to bid and responses, proposals, bids).
☐ Copy of procurement contract.
☐ Purchase order.
☐ Price quote summary, if applicable.
☐ SAM exclusion (www.sam.gov) (A printout must be submitted).
☐ Insurance & Worker compensation, if applicable.
☐ Vendor invoices signed “ok to pay” by the individual authorized to do so.
☐ Proof of payment to vendor.
ONLY City of Portland
☐ EEO Certification <https://procure.portlandoregon.gov/> if applicable.
☐ Business registration <http://www.portlandoregon.gov/revenue/lookup/index.cfm?accountID=758095>.

4. **Overtime or Backfill Reimbursement for Exercise or Training** - Only OT or backfill wages plus FICA, worker’s compensation, unemployment and retirement benefits are eligible for reimbursement.
☐ Overtime & Backfill Rate Sheet found at <https://www.portlandoregon.gov/pbem/62178>
☐ Payroll reports and approved time sheets.
5. **Use of Internal Labor for Installation** -To reimburse for expenses for use of agencies’ internal labor for REGULAR installations. Wages and Benefits ONLY.
☐ Payroll report.
☐ Internal labor charge form found at <http://www.portlandoregon.gov/pbem/62178> summary showing employee’s name, hours worked, hourly rate, benefits, total compensation received and description of work performed. Please Note: A Project Manager who oversees the installation needs to certify the worksheet.

6. **Training and Conference**
☐ Sign-in roster.
☐ Registration information.
☐ Copies of invoice for expenses incurred for meeting space.
☐ Facilitation costs.
☐ Receipts or invoices for materials and supplies.
☐ Copies of the contract, if applicable.
☐ SAM exclusion www.sam.gov (A printout must be submitted), if applicable.

Exhibit F – OEM and City UASI 2023 grant award

See next page

**OREGON DEPARTMENT
OF EMERGENCY MANAGEMENT
HOMELAND SECURITY GRANT PROGRAM
URBAN AREA SECURITY INITIATIVE
CFDA # 97.067**

**City of Portland
\$3,800,000**

Grant No: 23-170

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Department of Emergency Management, hereinafter referred to as “OEM,” and **City of Portland** hereinafter referred to as “Subrecipient,” and collectively referred to as the “Parties.”

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Program Costs incurred beginning on **October 1, 2023**, and ending, unless otherwise terminated or extended, on **June 30, 2026** (the “Grant Award Period”). No Grant Funds are available for expenditures after the Grant Award Period. OEM’s obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Program Description and Budget**
Exhibit B: **Federal Requirements and Certifications**
Exhibit C: **Subagreement Insurance Requirements**
Exhibit D: **Information required by 2 CFR 200.332(a)**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C.

3. **Grant Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **\$3,800,000** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2023 Urban Area Security Initiative (UASI) grant.
4. **Program.** The Grant Funds shall be used solely for the Program described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Program unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.
5. **Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Fiscal and Programmatic Performance Reports

- i. Subrecipient agrees to submit fiscal and programmatic performance reports, using a form provided by OEM, on its progress in meeting each of the agreed upon milestones. The narrative reports will address specific information regarding the activities carried out under the FY 2023 UASI program. This report will also provide space to disclose financial activities during that reporting period.
- ii. Reports are due to OEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly, if expenses occurred during that quarter, during the term of this Agreement. RFRs must be submitted on or before 15 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31). The final RFR must be submitted no later than 30 days following the end of the Grant Award Period (the “RFR Deadline”). OEM has no obligation to reimburse Subrecipient for any RFR submitted after the RFR Deadline.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Subrecipient agrees that no grant may be used for expenses incurred before or after the Grant Award Period.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the FY 2023 UASI Program, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Program, in accordance with the UASI program guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at <http://www.oregon.gov/oem/emresources/Grants/Pages/HS GP.aspx>.
- b. **Conditions Precedent to Disbursement.** OEM’s obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
- iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Subrecipient has provided to OEM with an RFR in accordance with Section 5.b of this Agreement.
- v. For any costs or activities identified in Exhibit A as being subject to a FEMA Funding Hold that prohibits Subrecipient from drawing down Grant Funds or otherwise seeking reimbursement from OEM for such costs or activities, FEMA has notified OEM that the Funding Hold has been released.

c. Recovery of Grant Funds. Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand.

7. Representations and Warranties of Subrecipient. Subrecipient represents and warrants to OEM as follows:

- a. Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
- b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. NIMS Compliance.** By accepting FY 2023 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS

Requirements located through OEM at

http://www.oregon.gov/oem/emresources/Plans_Assessments/Pages/NIMS.aspx.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Program in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. **Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Program for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.334. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. **Audits.**
 - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

9. **Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance**

- a. Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Program. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).
- i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
 - iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. Purchases and Management of Property and Equipment; Records.** Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient’s property or equipment inventory system.
 - ii. Subrecipient’s property and equipment records shall include: a description of the property or equipment; the manufacturer’s serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and

condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.

- iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.
 - iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
 - v. Subrecipient must develop, or require its subrecipients to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subrecipient shall require its subrecipients to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subrecipient shall, and shall require its subrecipients to, retain the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Program.
- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subrecipient's contractor if State elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. **Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
 - i. Subrecipient fails to perform the Program within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Program by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Program is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Program would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. **Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
 - i. The requisite local funding to continue the Program becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Program is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the ten days, if the other Party fails to comply with any of the terms of this Agreement.
- d. **Settlement upon Termination.** Immediately upon termination under Sections 10.a.i, v., or vi, no Grant Funds shall be disbursed by OEM and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

- a. **Contribution.** To the extent authorized by law, Subrecipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Subrecipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement.
- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. **Responsibility for Grant Funds.** Subrecipient, pursuant to this Agreement with OEM, shall assume sole liability for its breach of the conditions of this Agreement, and shall, upon its breach of conditions that causes or requires OEM to return funds to DHS or FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the Subrecipient's indemnification ability, the indemnification amount shall be the maximum amount of funds available to Subrecipient for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Subrecipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given

when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Program, including without limitation as described in Exhibit B.
- j. Insurance; Workers’ Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. Employer’s liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Subrecipient shall perform the Program as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an “officer”, “employee”, or “agent” of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

City of Portland

By Ted Wheeler Digitally signed by Ted Wheeler
Date: 2024.04.08
16:04:25 -07'00'
Mayor

Name Ted Wheeler
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subrecipient)

By Scott Schneider Digitally signed by Scott Schneider
Date: 2024.03.07
14:06:47 -08'00'
Subrecipient's Legal Counsel

Date _____

Subrecipient Program Contact:

Mark Ferdig
Managing Director
Regional Disaster Preparedness Organization (RDPO)
9911 SE Bush St, Portland, OR 97266
971-442-3188
Mark.Ferdig@portlandoregon.gov

Subrecipient Fiscal Contact:

Toni Slightam
Financial Analyst
Regional Disaster Preparedness Organization (RDPO)
9911 SE Bush St, Portland, OR 97266
503-865-6758
tonia.slightam@portlandoregon.gov

STATE OF OREGON, acting by and through its Oregon
Department of Emergency Management

By Alaina Mayfield

Name Alaina Mayfield
(printed)
Preparedness Section Manager, OEM

Date 04/18/2024

APPROVED AS TO LEGAL SUFFICIENCY

By Samuel B. Zeigler via email
Senior Assistant Attorney General

Date: 02/28/024

OEM Program Contact:

Kevin Jeffries
Grants Coordinator
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
Phone: 503-378-3661
Email: kevin.jeffries@oem.oregon.gov

OEM Fiscal Contact:

Yu Chen
Grants Accountant
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3734
yu.chen@oem.oregon.gov

EXHIBIT A**Program Description and Budget****I. Program Description****Urban Area Security Initiative**

This award supports the Regional Disaster Preparedness Organization in implementing regional planning, training, exercise, and equipment purchases to enhance preparedness, prevention, response, recovery and resiliency in the Portland metropolitan area.

II. Budget

FY 2023 UASI Allocation: \$3,800,000

Planning	\$1,380,076
Organization	\$729,349
Equipment	\$1,340,567
Training	\$163,970
Management and Administration	
UASI	\$183,038
OEM	\$3,000

Total Budget: \$3,800,000

Funding Holds:

UASI National Priorities

FEMA has placed a funding hold on the following investments under the national priority areas, and \$186,500 of UASI funds is on hold in the FEMA financial systems. Until the hold is released, the recipient is prohibited from drawing down funds or reimbursing subrecipients, and the subrecipients are prohibited from obligating or expending UASI funds, for the costs or activities identified below. The hold only applies to the amount of funds identified for each UASI investment under the national priority areas below. To release this hold, additional information is required for the investments identified below which must be submitted in the December 2023 Biannual Strategy Implementation Report (BSIR).

Portland Urban Area:

1. Election Security; \$114,000
2. Soft Targets and Crowded Places; \$72,500

EXHIBIT B**Federal Requirements and Certifications****I. General.**

Subrecipient agrees to comply with all federal requirements applicable to this Agreement. Those federal requirements include, without limitation, financial management and procurement requirements; requirements for maintaining accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP); and all other financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) program regulations and requirements. References below to “recipient” include Subrecipient.

1 - Hotel and Motel Fire Safety Act of 1990

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

2 - Duplication of Benefits

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

3 - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942. Article XXXVI - Reporting of Matters Related to Recipient Integrity and Performance 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 this federal award, then the recipients 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 here by reference in the award terms and conditions.

4 - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance 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.

5 - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

6 - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

7 - 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.

8 - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients 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.

9 - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 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 C.F.R. Part 17 and 44 C.F.R. Part 19.

10 – Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

11 - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

12 - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

13 - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409,

II Other Applicable Federal Regulations**1 - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. section 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: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-peoplelimited> and additional resources on <http://www.lep.gov>.

2- Universal Identifier and System of Award Management

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 here by reference.

3 - Americans with Disabilities Act of 1990

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. sections 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.

4 - SAFECOM

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.

5 - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 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.

6 - National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969 (NEPA)*, Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) 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.

7 - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal 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 funds.

8 - USA PATRIOT Act of 2001

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), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

9 - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

10 - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. section 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 and 44 C.F.R. Part 7.

11 - RESERVED**12 - Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

13 - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

14- Acceptance of Post Award Changes

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

15 - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

16 - 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 Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

16 - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

17 - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires 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. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. 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 order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

18 - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) 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 at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

19 - Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, 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 (see 42 U.S.C. section 3601 *et seq.*), 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.)

20- Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

21 - Activities Conducted Abroad

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

22- Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 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.

23 - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962.) 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.

EXHIBIT C**Subagreement Insurance Requirements****GENERAL.**

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences; and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OEM. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which Subrecipient is a Party.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers’ compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers’ liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OEM. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

Not less than \$1,000,000 per occurrence, (for all claimants for claims arising out of a single accident or occurrence) and an annual aggregate limit of not less than \$2,000,000.

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

Not less than \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence) and an annual aggregate limit of not less than \$2,000,000.

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the subagreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the subagreement, for a minimum of 24 months following the later of : (i) the contractor's completion and Subrecipient's acceptance of all Services required under the subagreement or, (ii) the expiration of all warranty periods provided under the subagreement. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OEM may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Subrecipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Subrecipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the subagreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. **INSURANCE**

REQUIREMENT REVIEW. Subrecipient agrees to periodic review of insurance requirements by OEM under this Agreement and to provide updated requirements as mutually agreed upon by OEM and Subrecipient.

OEM ACCEPTANCE. All insurance providers are subject to OEM acceptance. If requested by OEM, Subrecipient shall provide complete copies of its contractors' insurance policies, endorsements, self-insurance documents and related insurance documents to OEM's representatives responsible for verification of the insurance coverages required under this Exhibit C.

Exhibit D
Information required by 2 CFR 200.332(a)

1. Federal Award Identification:

- (i) Sub-recipient name (which must match registered name in Sam.gov): City of Portland,
- (ii) Sub-recipient's Unique Entity Identifier (UEI): CKESW99VJ5X7
- (iii) Federal Award Identification Number (FAIN): EMW-2023-SS-00004
- (iv) Federal Award Date: September 1, 2023
- (v) Sub-award Period of Performance Start and End Date: From October 1, 2023, to June 20, 2026
- (vi) Sub-award Budget Period State and End Date: From October 1, 2023, June 20, 2026
- (vii) Amount of Federal Funds Obligated by this Agreement **\$3,800,000**
- (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement *: \$3,851,425
- (ix) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$3,851,425
- (x) Federal award project description: State Homeland Security Program Grant plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.
- (xi) (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 (b) Name of Pass-through entity: Oregon Department of Emergency Management
 (c) Contact information for awarding official: Erin McMahon, Director – Oregon Department of Emergency Management, PO Box 14370, Salem, OR 97309-5062
- (xii) Assistance Listings Number and Title: 97.067 Homeland Security Grant Program
 Amount: \$ 8,647,500.00
- (xiii) Is Award R&D? No
- (xiv) Indirect cost rate for the Federal award: 0%

2. Subrecipient's indirect cost rate: 0%

*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current fiscal year

Exhibit G – Equipment Transfer and Disposition Form

[Link to Equipment Report Form](#) (Receipt, Transfer or Disposition)

Exhibit H – Equipment Inventory Report

	Asset Tag # (assigned by subrecipient)	Asset Description	Serial #	Source of funding (including FAIN) and percentage	Condition Code (see list on instructions pages)	Location of Asset (address)	Asset Cost	Date Acquired	Transfer Status	Transferred to (agency and location)	Disposition Status including date and sale price, if applicable
1											
2											
3											
4											
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Staff Report: 181-24

To: Mayor and City Council
From: City Manager
Date: September 16, 2024

Subject

Grant Application Authorization for Development of Raymond E. Shaffer Community Park

Key Points

- The RCO grant application process requires City Council authorization by resolution.
- Grant applications for development of Raymond E. Shaffer Community Park are under consideration through two separate Recreation Conservation Office grant programs, including Washington Wildlife Recreation Program (WWRP), and the federal Land and Water Conservation Fund (LWCF).
- Grant applications for these projects are consistent with the City of Vancouver Grants Management Administrative Policy.
- If selected for funding, the city is required to enter into a standard project agreement to implement successful grant projects to leverage local resources and supplement park capital projects.
- The required grant match obligation can be met through available park impact fees.

Strategic Plan Alignment

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

Present Situation

The City of Vancouver Grants Management Administrative Policy (2012) seeks to ‘assure that grants applied for, and eventually accepted, align with a specific citywide strategic commitment and/or a documented departmental core service and priority. The proposed grant projects are consistent with the policies, standards, and capital facilities plan in the Vancouver Parks, Recreation & Cultural Services Comprehensive Plan (2023).

Council authorization through an adopted resolution is required for eligibility to pursue state and federal grant applications managed through the Washington Recreation and Conservation Office (RCO). Council approved a resolution authorizing current applications now in process on March 25, 2024. However, recent RCO requirements necessitate adoption of a revised resolution utilizing RCO’s resolution template verbatim.

RCO grant programs are generally open for application every two years pending funding approval by the state legislature. There are a twenty-five grant programs with the majority open in even numbered years with application due dates beginning May 1, 2024. Funding match requirements for the programs vary and range from no match to a maximum of 50% of the total project costs. Most of the match requirement for successful project grants can be met through existing and projected Park Impact Fee revenue.

Grant projects identified for funding will require Council approval of a subsequent grant agreement for acceptance and implementation. The agreement includes the terms and conditions by which the grant is made, a project description, period of performance, requirements for compliance with any applicable laws, and standard terms and conditions. City staff and legal counsel have reviewed the resolution template and sample agreement and determined that the City can effectively implement and comply with the terms.

Advantage(s)

1. Successful grants will be utilized to support priority park capital projects identified in the Parks, Recreation & Cultural Services Comprehensive Plan.
2. Local funds are currently available and allocated for this capital project.
3. The Shaffer Community Park development design will preserve over 90% of the existing tree canopy and incorporate two acres of native plantings to support pollinators and wildlife habitat, all consistent with goals for sustainability and equitable distribution of access to community park assets.

Challenge(s)

All grants are increasingly competitive in nature with no guarantee that these applications will be selected for funding. However, the city has a solid track record for securing grant funding to supplement local resources for park acquisition and development. To date, the City of Vancouver has secured \$9.3 million through 33 successful projects.

Budget Impact

Based on preliminary project estimates, the total project cost is \$5,471,500, with \$2,500,000 supported through the grant funding and a local match of \$2,971,500 through Park Impact Fees. Depending on final project costs, and whether both grant projects for park development are selected for funding, additional resources may be required to supplement PIF funding, or the scope of the project will be reduced to match the allocated available funding.

Prior Council Review

Council approved a resolution authorizing current applications now in process on March 25, 2024.

Action Requested

Authorize the City Manager to execute the resolution and associated Recreation and Conservation Office grant application forms.

Staff Contact

Monica Tubberville, Senior Planner, David Perlick, Director of Parks, Recreation and Cultural Services, monica.tubberville@cityofvancouver.us, david.perlick@cityofvancouver.us

Attachments:

1. Revised Grant Resolution_2024

00/00/2024



WASHINGTON STATE
Recreation and
Conservation Office

Applicant Resolution/Authorization

Organization Name (sponsor): City of Vancouver

Resolution No. or Document Name: _____

Project(s) Number(s), and Name(s)

Raymond E. Shaffer Community Park (Phase II Development) - WWRP 24-1786

Raymond E. Shaffer Community Park (Phase II Development) - LWCF 24-1787

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	City Manager, or designee
Project contact (day-to-day administering of the grant and communicating with the RCO)	Park Planner &/or Park Developer, City of Vancouver Parks, Recreation & Cultural Services
RCO Grant Agreement (Agreement)	City Manager, or designee
Agreement amendments	Director, City of Vancouver Parks, Recreation & Cultural Services
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	City Manager, or designee

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at:
<https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification

and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.

5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.

6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.

7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

9. *[for Recreation and Conservation Funding Board Grant Programs Only]* If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.

11. *[for Acquisition Projects Only]* Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. *[for Development, Renovation, Enhancement, and Restoration Projects Only-If our organization owns the project property]* Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.

13. *[for Development, Renovation, Enhancement, and Restoration Projects Only-If your organization DOESNOT own the property]* Our organization acknowledges that any property not

owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.

14. *[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]* Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

15. This resolution/authorization is deemed to be part of the formal grant application to the Office.

16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held: *(Local Governments and Nonprofit Organizations Only)*:

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form _____ Date: 2/13/2020

Assistant Attorney General

A RESOLUTION relating to affordable housing; authorizing the City Manager to approve the below market-rate affordable housing loan and execute agreements and other related loan documents, and authorize reasonably necessary modifications to the subordinate deed of trust or execution of documents requested by the Borrower's primary lender to perfect subordination of the loan security on behalf of the City of Vancouver consistent with the Fourth Plain For All Investment Strategy Housing Allocation funds.

Staff Report: 182-24

To: Mayor and City Council
From: City Manager
Date: September 16, 2024

Subject

Village 57 Apartments - Fourth Plain for All Affordable Housing Loan

Key Points

- This item works to further housing goals identified in the City's Strategic Plan and the Fourth Plain for All Investment Strategy.
- The proposed loan utilizes funds from the Fourth Plain for All Investment Strategy Housing Allocation. Economic Prosperity and Housing is proposing to perfect a subordinate loan on behalf of the City of Vancouver to the owner of Village 57 Apartments at 2909 NE 57th Avenue in exchange for deed restricting a portion of the units to 60% AMI.
- Loan Details
 - Amount: \$900,000 for 12 units deed restricted to 60% AMI (\$75,000 per unit)
 - Rate: 1% per annum (3.5% if the loan is repaid within 3 years or in an event of default associated with the failure to provide affordable housing)
 - Term: Earlier of:
 - 25 years or
 - The removal of rent restriction on 60% AMI units. The term may be renewed after 25 years subject to approval by COV if the 60% AMI Units are maintained.
- MFTE is also being considered for this project as a separate agenda item.

Strategic Plan Alignment

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

Present Situation

This is the most recent activity associated with the Fourth Plain for All Housing Strategies and Actions. As stated in the Fourth Plain for All Investment Strategy, the program was developed as a "community-driven process to identify, prioritize, and implement a community vision that will improve conditions and expand opportunities for central Vancouver neighborhoods." Housing was consistently identified as the community's top priority, and \$9.5M of funding is dedicated towards supporting affordable housing production, retention, and homeownership programs. Economic Prosperity and Housing Department staff is working to allocate funding to support housing goals with the support of the Community Development Department and the Fourth Plain for All Investment Strategy

Committee. The proposed loan works to further the Fourth Plain for All Investment Strategy's and City's Strategic Plan goals by adding a deed restriction to a portion of units at 60% AMI while also supporting essential health, sustainability, and safety renovations to the entire property. Each 60% AMI unit provided in the development will receive \$75,000.

Advantage(s)

1. The funds will promote the preservation and improvement of existing housing stock.
2. The proposed renovations will result in healthier, more sustainable, and safer housing options.
3. Providing the funds as a loan allows them to be reinvested at the end of the loan term to either extend the existing affordable deed restriction or to reinvest into other affordable housing initiatives, increasing their long term impact.
4. Using these funds to renovate and deed restrict existing housing stock allows the units to benefit the community much quicker than a new development.
5. The property is close to the Vine on Fourth Plain, allowing excellent access to reliable, convenient, and affordable transportation options for future residents.
6. The funds will promote a mixed income community which have been shown to improve equitable outcomes for residents compared to income-segregated communities.

Challenge(s)

1. This loan will not facilitate the production of any new housing units.
2. The loan's interest rate is below the cost of money resulting in a slight value loss over time.

Budget Impact

As the funds are already allocated to the Fourth Plain for All Housing initiative there are no budgetary impacts.

Prior Council Review

None

Action Requested

1. Approve the Affordable Housing Loan between DIG Vancouver 57th, LLC, a Washington limited liability company ("Borrower") and the City of Vancouver, Washington, a Washington municipal corporation ("Lender"); and
2. Authorize the City Manager or their designee to issue and execute the Loan Documents, which include the Affordable Housing Loan Agreement (Exhibit A of the Resolution), the Secured Promissory Note (Exhibit B of the Resolution), the Subordinate Deed of Trust (Exhibit C of the Resolution), and the Affordable Housing Covenant (Exhibit D of the Resolution), in substantially the form as attached in the resolution; and
3. Authorize the City Manager or their designee to make any reasonably necessary modifications to the Loan Documents and execute supplemental creditor agreements requested by the Borrower's primary lender as reasonably necessary to perfect subordination of the loan security.

Staff Contact

Chim Chune Ko, Principal Project Manager, ChimChune.Ko@cityofvancouver.us

Attachments:

1. Presentation
2. Resolution (with attachments)



Village 57 Multifamily Tax Exemption and Affordable Housing Loan

Bryan Monroe

Assoc. Housing Coordinator
Econ Prosperity & Housing

Chim Chune Ko

Real Estate Project Manager
Econ Prosperity & Housing

September 16, 2024

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Agenda

- Property Overview
- MFTE Certificate
 - Project Details
 - Green Building Elements
 - Tax Summary
- Fourth Plain for All (FPFA) Overview
- FPFA Loan Terms
- Project Summary
- Requested Actions



Property Overview

2909 NE 57th Ave - Village 57

- 48 units / 100 parking spaces
- Renovation of existing property
 - All electric project
 - Replacing wood fireplaces with electric
 - Adding Energy Star kitchen appliances
 - Adding low-flow plumbing fixtures
 - Two blocks From Vine bus line



Project Details

- Existing complex with 9 two-story buildings
- 48 total units
- 25 income-based units – 10 @ 80% MFI & up to 14 @ 60% MFI
- 2 and 3-bedroom units
- 100 parking spaces



MFTE Option

Income-based option

- 12-year property tax exemption on all residential improvements
- 20% of units for households at or below 80% MFI (10 units)
- Rents restricted for exemption period and increases are capped for additional five years
- Exemption period may be extended for another 12 years with Council approval



Tax Summary

	All taxing districts	City of Vancouver
Net Present Value of future tax revenue* (20 year)	\$978,000	\$413,000
Estimated value of tax exemption (during exemption period)	\$89,000	\$30,000
Net Present Value Benefit	\$889,000	\$383000

Estimated discounted present value of construction sales tax, retail sales tax, utility tax and property tax over 20 years: 2024-2043.



Fourth Plain for All

- A community-driven process to identify, prioritize, and implement vision for investing in the Fourth Plain Corridor
- Affordable housing was identified as top community priority
- \$9.5M was allocated to support housing initiatives
- EP&H working to identify affordable housing investment opportunities to facilitate affordable housing production and preservation



FPFA Loan

Up to \$900,000 @ 1% per annum

- Funded by Fourth Plain for All (FPFA) Housing Allocation funds
- Up to 12 units at 60% MFI (@ \$75,000/unit)
- Principal and interest payments deferred until Term as long as units remain affordable at 60% MFI
- Term is 25 years (renewable with retention of 60% AMI units)
- Affirmative marketing plan for Fourth Plain households



Green Building Elements

- Fully electric project
- Converting units from wood burning to electric fireplace
- Bike parking
- New EV charger
- Xeriscaping for water reduction
- Air conditioning units for MFTE units
- Energy star kitchen appliances
- Low-flow efficient plumbing fixtures
- Walkable to transit, grocery, school, and park destinations



Project Summary

Proposed Unit Distribution

	2 BR TH	2 BR	3 BR	Total
60% MFI ¹	4	4	4	12
80% MFI ²	4	3	3	10
Market	16	5	5	26
TOTAL	24	12	12	48

¹25-year affordability period; may be extended for additional 25 years

²12-year affordability period; may be extended for additional 12 years

Affordable Units Will Be Distributed Across All Unit Sizes



Projected Unit Rents

Maximum rents:

80% MFI :
2-Bedroom \$2,125
3-bedroom \$2,455

60% MFI :
2-Bedroom \$1,524
3-bedroom \$1,841

Projected Rents				
Type	Avg Size	60%	80%	Market
2 BR Flat	1,013	\$1,524	\$1,715	\$1,825
2 BR Townhouse	1,192	\$1,524	\$1,715	\$1,875
3 BR Flat	1,226	\$1,841	\$1,945	\$2,275

The current income limit for a 4-person household at 60% MFI is \$78,800

The current income limit for a 4-person household at 80% MFI is \$94,400





Requested Actions

1. Adopt the resolution authorizing the City Manager to execute a multi-family housing limited property tax exemption certificate
2. Approve the loan and authorize execution of the FPFA loan documents, including the loan agreement, deed of trust, and covenant, in substantially the form attached.
3. Authorize reasonably necessary modifications to the deed of trust or execution of documents requested by the borrower's primary lender to perfect subordination of the loan security.



Discussion



bryan.monroe@cityofvancouver.us | 360-487-7958

koc@cityofvancouver.us | 360-487-7933



9/16/2024

RESOLUTION NO. M-

A RESOLUTION relating to affordable housing; authorizing the City Manager to approve the below market-rate affordable housing loan and execute agreements and other related loan documents, and authorize reasonably necessary modifications to the subordinate deed of trust or execution of documents requested by the Borrower's primary lender to perfect subordination of the loan security on behalf of the City of Vancouver consistent with the Fourth Plain For All Investment Strategy Housing Allocation funds; and

WHEREAS, on November 3, 2023, the City issued the Declaration of Civil Emergency in and for the City of Vancouver, Washington – Homelessness (2023-01) in response to the homelessness humanitarian crisis affecting the community and the City is currently engaged in emergency response efforts in support of the “poor and infirm,” whom the City is authorized to support by Article 8, Section 7 of the Constitution of the State of Washington; and

WHEREAS, the City of Vancouver desires to increase the quantity and accessibility of affordable and deed restricted housing in specifically the designated “Fourth Plain for All Project Area” in order to increase and improve housing opportunities, reduce displacement of existing community members, and encourage development densities supportive of tenant use; and

WHEREAS, DIG Vancouver 57th, LLC, a Washington limited liability company (“Borrower”) is interested in receiving a subordinate affordable housing loan to support acquisition of certain real property located at 2909 NE 57th AVE, Vancouver, WA 98661 (the “Property”) for the purpose of rehabilitating 48 units of multifamily rental housing, with designated income-based

RESOLUTION - 1

and rent restricted units, as evidenced by an affordable housing covenant to be recorded on the Property, in accordance with the Fourth Plain for All Investment Strategy; and

WHEREAS, the City has determined that the Borrower's proposed development on the Property and the proposed loan will satisfy the requirements of the City's Fourth Plain for All Investment Strategy Housing Allocation funding framework as a loan to fund investment in affordable housing projects in response to the housing crisis in a disproportionately impacted geographic area; and

WHEREAS, Borrower has secured primary financing for approximately 76% of the Property purchase price, the funding provided by the City will be subordinate to the primary acquisition loan and contingent upon Borrower recording the Affordable Housing Covenant; and

WHEREAS, this loan will be funded by the City of Vancouver through the City's November 2023 Fourth Plain for All Investment Strategy Housing allocation to support the creation and retention of affordable housing opportunities by providing subordinate financing for the acquisition of Property located in a disproportionately impacted geographic area for the purpose of deploying the Affordable Housing Units; and

WHEREAS, the Affordable Housing Loan is for \$900,000.00, secured by the Subordinate Deed of Trust and contingent upon the Affordable Housing Covenant, both to be recorded on the Property, with a term of 25 years and interest set at 1% per annum with no installment payments required so long as the loan and Affordable Housing Covenant are in good standing; and

WHEREAS, the City has determined that providing this Affordable Housing Loan at below-market rate is appropriate given the City's cost of funds, the Property location and income-

RESOLUTION - 2

based housing investment covenant, for the applicability of the Fourth Plain for All Investment Strategy, and the City's homelessness emergency response efforts; and

WHEREAS, the Borrower covenants to rent at least 12 of the Property's units as income-based housing to households with annual incomes at or below 60 percent of area median income (60% AMI) at commensurate rent limits designated by the City for the duration of the Affordable Housing Covenant, with such units to be available for occupancy by March of 2026; and

WHEREAS, as a condition of the loan, Borrower covenants to provide the following mix of income-based units at 60% AMI, proportionate to the distribution of all Property units, for the term of the loan:

- a. Three, 2-bedroom units; and
- b. Six, 2-bedroom townhome units; and
- c. Three, 3-bedroom units; and

WHEREAS, the Borrower is concurrently applying to the Multifamily Tax Exemption (MFTE) program, no units covered by the loan shall be counted towards the MFTE program and no units covered by the MFTE program shall be counted toward the loan requirements.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Affordable Housing Loan. The Affordable Housing Loan between DIG Vancouver 57th, LLC, a Washington limited liability company ("Borrower") and the City of Vancouver, Washington, a Washington municipal corporation ("Lender"), is approved.

RESOLUTION - 3

Section 2. Loan Documents. The City Manager or their designee is authorized to issue and execute the Loan Documents, which include the Affordable Housing Loan Agreement (“Exhibit A”), the Secured Promissory Note (“Exhibit B”), the Subordinate Deed of Trust (“Exhibit C”), and the Affordable Housing Covenant (“Exhibit D”), in substantially the form attached hereto;

Section 3. Loan Subordination. The City Manager or their designee is authorized to make any reasonably necessary modifications to the Loan Documents and execute supplemental creditor agreements requested by the Borrower's primary lender as reasonably necessary to perfect subordination of the loan security.

ADOPTED at a regular session of the Vancouver City Council this 16th day of September, 2024.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

RESOLUTION - 4

EXHIBIT A
LOAN AGREEMENT



AFFORDABLE HOUSING LOAN AGREEMENT

BY AND BETWEEN

CITY OF VANCOUVER, WASHINGTON, a Washington municipal corporation
Economic Prosperity and Housing
PO Box 1995 • Vancouver • Washington • 98668-1995
("LENDER" or "CITY")

AND

DIG VANCOUVER 57TH, LLC, a Washington limited liability company
333 S State Street, STE V105
Lake Oswego, OR 97034
("BORROWER")

Project Funded	Village 57
Funding Source	City of Vancouver Fourth Plain for All Investment Strategy Housing Allocation Income Based Housing Investments (Account 001 CC0212 PRJ101015)
Agreement Term	October __, 2024 through October __, 2049 (or as extended)
Loan Amount	\$900,000.00
Property Address	2909 NE 57 th Avenue, Vancouver WA 98661
Purchase Price	\$9,000,000.00
Affordable Housing Units	12 Units at 60% of Area Median Income (AMI)
Affordability Period	October __, 2024 through October __, 2049 (or as extended)
Borrower Contact	Joshua Daniels, Co-Manager of Borrower
City Contact	Patrick Quinton, Economic Prosperity and Housing Director

This agreement consists of the following:

- Signature Page
- Project Configuration
- Affordable Housing Property Requirements
- General Terms and Conditions
- INCORPORATED BY REFERENCE: Subordinate Deed of Trust, Secured Promissory Note, Affordable Housing Covenant

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and have caused this Agreement to be executed by their respective officers and agents thereunto duly authorized by signing below:

CITY OF VANCOUVER, WASHINGTON:

DIG VANCOUVER 57TH, LLC

**By: DIG Management, LLC,
an Oregon limited liability company
Its: Manager**

By: Eric Holmes, City Manager or Designee

Date

By: Brenner Daniels, Co-Manager

Date

ATTEST:

By: Natasha Ramras, City Clerk

By: Joshua Daniels, Co-Manager

Date

APPROVED AS TO FORM:

By: Jonathan Young, City Attorney

PROJECT CONFIGURATION

PROJECT DESCRIPTION

DIG VANCOUVER 57TH, LLC, a Washington limited liability company (BORROWER), is borrowing money from the City of Vancouver (CITY) at below market-rate for the purpose of developing affordable housing units as part of the CITY'S Fourth Plain for All Investment Strategy. This loan will be junior to the BORROWER'S primary acquisition loan for the Property and is funded by the CITY'S Fourth Plain for All Investment Strategy Housing Allocation Income Based Housing Investments (Account 001 CC0212 PRJ101015).

As such, BORROWER must comply with the terms and conditions in this Agreement including, but not limited to, the documents incorporated by reference, including but not limited to, the Secured Promissory Note, Subordinate Deed of Trust, and Affordable Housing Covenant.

The intent of this Agreement is to provide a junior acquisition loan in the amount not to exceed Nine Hundred Thousand Dollars (\$900,000.00) to the BORROWER for the Village 57 project. This loan is being deployed to support the creation and retention of affordable housing opportunities and remediate identified public health and negative economic impacts by providing subordinate financing for acquisition of the Property located in a disproportionately impacted geographic area, as identified in the Fourth Plain for All Investment Strategy and is contingent upon the Affordable Housing Covenant recorded on the Property and requiring 12 Affordable Housing Units at or below 60% of Area Median Income (AMI) for a period of 25 years or until the loan is repaid in full, whichever occurs first.

PROJECT ACQUISITION

The CITY will provide the BORROWER with a junior property acquisition loan in an amount not to exceed Nine Hundred Thousand Dollars (\$900,000.00) for purposes of acquiring the Property pursuant to that certain Purchase and Sale Agreement by and between Academy Properties, LLC as seller and BORROWER as buyer dated June 18, 2024, as amended from time to time (the "Purchase Agreement"). The use of CITY funds shall be expressly limited to the activities and Property described in this Agreement.

FUNDING TERMS

The CITY is providing this loan as subordinate to the BORROWER'S primary acquisition financing with LaSalle Investment Management (the "Primary Loan") to fund a portion the purchase price pursuant to the Purchase Agreement. The loan shall be funded in full concurrent with the BORROWER'S acquisition of the Property pursuant to the Loan Closing provisions of this Agreement. This loan requires the Borrower to operate the Affordable Housing Units as required by the Affordable Housing Covenant throughout the Affordability Period. Repayment of the loan will be made to the City of Vancouver Fourth Plain for All Investment Strategy Housing Allocation Income Based Housing Investments (Account 001 CC0212 PRJ101015 or the then existing comparable account).

TERM OF AGREEMENT

This Agreement is in effect for a period of 25 years, unless otherwise extended by additional City Council action as described in the Note, or terminated as described under the **TERMINATION** section of the General Terms and Conditions.

CERTIFICATE OF OCCUPANCY

BORROWER agrees to use best efforts to obtain certificates of occupancy for the Affordable Housing Units within 18 months of the date of this Agreement. Time is of the essence, and failure to rent the Affordable Housing Units on or before May 1, 2026, is a material breach of this Agreement.

PUBLIC NOTIFICATION

BORROWER agrees to work with the CITY to provide information about the project to the public, including need for and fulfillment of the Fourth Plain for All Investment Strategy. BORROWER is required to install signage during construction notifying the public that the project is supported by the City of Vancouver Fourth Plain for All Investment Funds. Other examples of public notification efforts, which will be undertaken by Borrower using commercially reasonable efforts, include but are not limited to, groundbreaking events, open houses, and/or distribution of print or online materials.

The CITY will also provide information about the project, including location, property owner, contract amount, and number of designated Affordable Housing Units, to the public through the City of Vancouver website.

PREVAILING WAGE

The proceeds of this Affordable Housing Loan will fund only Property acquisition costs and therefore will not require payment by Borrower of prevailing wage.

AGREEMENTS INCORPORATED BY REFERENCE

Each of the agreements by and between CITY and BORROWER listed below are by this reference incorporated into this Agreement as though fully set forth herein, including any amendments, modifications or supplements thereto:

1. Secured Promissory Note,
2. Subordinate Deed of Trust, and
3. Affordable Housing Covenant

SUBORDINATE DEED OF TRUST

This Agreement allows the CITY to authorize reasonably necessary modifications to the Subordinate Deed of Trust and to execute creditor agreements reasonably requested by the BORROWER'S Primary Loan lender to perfect subordination of the CITY'S loan security.

PROJECT COMPLETION

Project completion means that:

1. Property acquisition and loan closing have occurred on or before December 1, 2024;
2. The project complies with the requirements of this Agreement; and
3. Affordable Housing Units are occupied by eligible tenants on or before May 1, 2026.

AFFORDABLE HOUSING PROPERTY REQUIREMENTS

AFFORDABILITY PERIOD

Village 57 located at 2909 NE 57th Avenue, Vancouver, WA 98661, will carry the requirement that the Affordable Housing Fund-assisted units remain affordable throughout the affordability period to people who are at or below 60% (calculated annually) of the area median income (AMI) established by HUD.

The affordability period is concurrent with the term of the loan, which dates are October __, 2024 through October __, 2049, or as extended. During the affordability period, all Affordable Housing Fund requirements must be met and the CITY will be required to monitor the assisted units annually for compliance.

The City of Vancouver will ensure the affordability period and requirements are enforceable by requiring recording of the Subordinate Deed of Trust and the Affordable Housing Covenant on the Property. These documents include details on affordability requirements, loan terms, restrictions regarding foreclosure, deed in lieu of foreclosure, and transfer of ownership and are incorporated into this Agreement by reference.

In the event of a prepayment of the loan, including the entire balance with all interest accrued thereon, Maker's obligations regarding the Affordable Housing restrictions shall immediately terminate.

UNIT DESIGNATION

The designated Affordable Housing Units will consist of 12 units. All will be floating units meaning that units originally designated as Affordable Housing Fund-assisted units may change over time. **During the affordability period, the number of Affordable Housing Units in the project may never be less than 12 units.** The units must be comparable, in size, features, and number of bedrooms to those units originally identified as Affordable Housing Units. The Affordable Housing Units shall minimally include:

- a. Three, 2-bedroom units; and
- b. Six, 2-bedroom townhome units; and
- c. Three, 3-bedroom units; and

AFFORDABLE RENTAL HOUSING QUALIFICATION

Affordable Housing Units in a rental housing project must only be occupied by households that are eligible low-income families at the time of initial occupancy and the tenant portion of rent may not exceed what is affordable to households at 60% AMI. Units must meet the following requirements to qualify as affordable housing:

1. Rent Limitation and Utility Allowances:
 - a. The CITY will issue the Affordable Housing Fund rent limits annually. The information is available at www.cityofvancouver.us/affordablehousingfund.
 - b. Only the utility allowance provided by the Housing Authority of the City of Vancouver shall be used.
2. Rent Schedule Approval: Prior to occupancy, the CITY shall review and approve rents proposed by the BORROWER. The tenant portion of rent must not exceed the maximum Affordable Housing Fund rent minus the monthly allowances for utilities and services.
3. Nondiscrimination against rental assistance subsidy holders. The BORROWER cannot refuse to lease designated Affordable Housing Units to a holder of a Section 8 or other comparable tenant assistance voucher.
4. Tenant Income.

- a. All funds used for rental housing shall assist households who have an annual income that is 60% of the area median income (AMI) or less at the time of initial occupancy.
 - b. The CITY shall provide the HUD income limits annually. The most current HUD income limits can be found at www.cityofvancouver.us/affordablehousingfund.
 - c. The income of each tenant must be determined initially and annually in accordance with the City of Vancouver Affordable Housing Fund Policies and Procedures.
5. Over-Income Tenants. Tenant income must be monitored annually. If an over-income tenant is residing in a designated Affordable Housing Fund unit, the next available unit must be rented to an income eligible tenant.

REPORTING

Properties are required to report on Affordable Housing Units annually in December for the duration of the affordability period. Reports should be submitted to the City of Vancouver Economic Prosperity and Housing Department, Attention: Patrick Quinton, using the Excel reporting form provided by the CITY.

Required information:

- Address and name of project
- Total number of units
- For each Affordable Housing Fund unit:
 - Unit number
 - Number of bedrooms
 - Monthly rent payment
 - Utility allowance
 - Renter gross income
 - Household size

INSPECTIONS

Prior to initial occupancy of an Affordable Housing Unit, the CITY will perform onsite Housing Quality Standard inspections. During the period of affordability, the CITY will perform on-site inspections of Affordable Housing Units upon not less than seventy-two (72) hours prior written notice to BORROWER, annually. BORROWER shall be entitled to attend any such inspection or have a representative present.

PROPERTY PURCHASE PRICE

By signing below BORROWER affirms that the purchase price for the Property pursuant to the Purchase Agreement is \$9,000,000.00.

DIG VANCOUVER 57TH, LLC

**By: DIG Management, LLC,
an Oregon limited liability company
Its: Manager**

Brenner Daniels, Co-Manager

Date

Joshua Daniels, Co-Manager

Date

GENERAL TERMS AND CONDITIONS

1. Fair Housing.

This Project is subject to federal fair housing regulations. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and disability.

2. Relation of Parties.

The BORROWER, its subcontractors, agents and employees are independent BORROWERs performing professional services for CITY and are not employees of CITY. The BORROWER, 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 BORROWER, subcontractors, agents and employees shall not have the authority to bind CITY in any way except as may be specifically provided herein.

3. E-Verify.

BORROWER 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. BORROWER shall ensure all BORROWER employees and any sub-BORROWER(s) assigned to perform work under this Agreement are eligible to work in the United States. BORROWER shall provide verification of compliance upon CITY request. Failure by BORROWER to comply with this subsection shall be considered a material breach.

4. Delays and Extensions of Time.

If the BORROWER is delayed at any time from complying with the requirements covered by the Agreement, by any causes beyond BORROWER's control, the time for performance may be extended by such time as shall be mutually agreed upon by BORROWER 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.

5. Loan Closing.

Concurrent with conveyance of the Property to BORROWER by statutory warranty deed and contingent upon disbursement of BORROWER'S Primary Loan and BORROWER'S execution of the Secured Promissory Note, the CITY shall cause the loan proceeds to be disbursed through escrow for payment of the Property purchase price. Such loan disbursement shall require concurrent recording of the Affordable Housing Covenant in priority position to the Primary Loan security and the Subordinate Deed of Trust in subordinate position to the Primary loan security.

6. Termination.

In the event the BORROWER does not acquire the Property on or before December 1, 2024, this Agreement shall terminate.

7. Events of Default.

The occurrence of any of the following events, after expiration of any cure period otherwise provided in the Loan Documents, shall be an "Event of Default" under this Agreement:

- a) BORROWER'S failure to pay when due any sums payable under the Secured Promissory Note;
- b) BORROWER'S failure to make the Affordable Housing Units available to qualifying tenants within the time required by the Loan Documents;

- c) Any representation or warranty by BORROWER in any Loan Document is materially false, incorrect, or misleading as of the date made; or
- d) The occurrence of any default or event of default under the BORROWER'S Primary Loan;
- e) BORROWER'S failure to comply with material requirements of the Secured Promissory Note, Subordinate Deed of Trust, or the Affordable Housing Covenant.

8. Evaluation and Compliance with the Law.

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

9. Business Entity Formation and Authorization.

BORROWER represents and warrants to CITY that DIG Vancouver 57th, LLC is organized as a limited liability company and validly existing under the laws of the State of Washington and that Borrower has all requisite power and authority to execute, deliver and perform its obligations under this Agreement, and when executed and delivered by BORROWER, this Agreement will constitute legal, valid and binding agreements of the BORROWER enforceable against it.

10. City Business and Occupation License.

In most cases, BORROWERS will be required to get a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/BORROWERS shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

11. Liability and Hold Harmless.

BORROWER 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, reasonable 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 grossly 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 BORROWER or subcontractors or agent even if BORROWER 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 BORROWER, such cost, fees and expenses shall be shared between the CITY and the BORROWER in proportion to their relative degrees of negligence. BORROWER specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that BORROWER provide the broadest scope of indemnity permitted by RCW 4.24.115. BORROWER is an independent BORROWER and responsible for the safety of its employees.

12. Insurance.

BORROWER 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 Agreement whether such work shall be by the BORROWER, subcontractors or anyone directly or indirectly employed by either the BORROWER or subcontractor.

- a. **Liability Insurance.** BORROWER shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence. 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 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. Umbrella Liability. The BORROWER shall provide Umbrella Liability coverage at limits of not less than five million dollars (\$5,000,000) 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 BORROWER’s primary Commercial General and Automobile Liability coverage, or any combination thereof.

e. Professional Liability. The BORROWER 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 Agreement whether such work shall be by the BORROWER, sub-contractors or anyone directly or indirectly employed by either the BORROWER or a sub-contractors. The amount of coverage provided by such insurance shall be not less than five hundred thousand dollars (\$500,000) combined single limit.

f. Fidelity/Employee Dishonesty Bond. The BORROWER shall obtain and keep in force during the entire term of this Agreement, a Fidelity/Employee Dishonesty Bond against any and all claims which may arise out of the performance of this Agreement whether such work shall be by the BORROWER, sub-contractors or anyone directly or indirectly employed by either the BORROWER or a sub-contractors. The amount of coverage provided by such insurance shall be not less than ten thousand dollars (\$10,000).

g. Employment Security. The BORROWER 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 a “occurrence” basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

BORROWER 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.

13. 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:

Patrick Quinton
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

BORROWER:

DIG Vancouver 57th, LLC
c/o DIG Management, LLC
333 S State Street, Ste V105
Lake Oswego, OR 97034

14. Amendments.

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

15. 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.

16. Ratification.

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

17. 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 BORROWER 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.

18. Public Disclosure Compliance.

The parties acknowledge that materials submitted by the BORROWER to the CITY may become public record pursuant to the Washington Public Records Act, Chapter 42.56 RCW. 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 Sub recipient, 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 Sub recipient 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.

19. Records.

BORROWER shall ensure that records generated in connection with the project, including but not limited to, financial transactions, are maintained and retrievable pursuant to the applicable CITY retention period. The CITY shall be granted access to any such records it deems necessary to satisfy oversight responsibilities and any other legal requirements, and shall be granted the right to copy any such records necessary to fulfill these obligations. The BORROWER shall provide access to these records upon request in a timely manner.

EXHIBIT B
SECURED PROMISSORY NOTE

AFFORDABLE HOUSING SECURED PROMISSORY NOTE

\$900,000.00

October ____, 2024
Vancouver, Washington

Maker: DIG Vancouver 57th, LLC, a Washington limited liability company

Lender: City of Vancouver, Washington, a Washington municipal corporation

Funding Source: City of Vancouver Fourth Plain for All Investment Strategy Housing Allocation – Income Based Housing Investments (Account 001 CC0212 PRJ1011015)

FOR VALUE RECEIVED, and upon and subject to the terms and conditions set forth herein, DIG Vancouver 57th, LLC, a Washington limited liability company (the “Maker”), promises to pay to the order of the City of Vancouver, Washington, a Washington municipal corporation (the “Holder”), at PO Box 1995, Vancouver, WA 98668-1995, ATTN: ARPA, the principal sum of Nine Hundred Thousand and No One Hundredths Dollars (\$900,000.00), with interest thereon from the date of this Note on the unpaid principal at the rate of one percent (1%) per annum as follows:

1. Affordable Housing Restrictions. The principal of this Note is funded by City of Vancouver Fourth Plain for All Investment Strategy Housing Allocation dollars, with disbursement of the loan and use of the principal solely for the purpose of providing affordable housing units through Holder’s acquisition of certain Property and development of certain Affordable Housing Units thereon. The subject real property is located at 2909 NE 57th Avenue, Vancouver, WA 98661, with the Clark County Assessor’s tax parcel number 29473047, and the abbreviated legal description LOT 2 SP2-410 2.65A (the “Property”). The “Affordable Housing Restrictions” consist of Maker providing at least 12 units to tenants income-qualifying with 60% or less of the Area Median Income (AMI) (the “Affordable Housing Units”) on the Property, with fair market rent rates for the Affordable Housing Units restricted to affordable housing rent limits based on unit size, all as set forth annually by the City of Vancouver, Washington Affordable Housing Fund Income and Rent Limits and as specified in the Loan Documents for the Term of this Note. Holder must obtain certificates of occupancy for the Affordable Housing Units within 18 months following the date of this Note.
2. Installment Payments. No installment payments of principal or interest are required.
3. Term. The Term of this Note is 25 years from the date made, expiring on October ____, 2049 or, at the Holder’s sole discretion and subject to written approval by Holder’s governing body, the Vancouver City Council, the Term may be extended for an additional 25 years, expiring on October ____, 2074, subject to commensurate extension of the Affordable Housing Covenant granted by Maker to Holder of even date herewith.
4. Maturity Date. The entire balance of this Note together with any and all interest accrued thereon shall be due and payable on the earlier of the expiration of the Term or the date on which the Affordable Housing Restrictions are removed.
5. Events of Default. If Maker fails to comply with the Affordable Housing Restrictions, breaches any of the Loan Documents; or if any material statement or representation made by Maker to Holder shall prove to be false or misleading (each individually and collectively “Events of Default”); Holder shall

give Maker (and any priority lender) written notice of such Event of Default. Maker shall have thirty (30) days after notice from Holder to cure such Event of Default; provided, however, if the nonperformance is of such a nature that it cannot reasonably be cured within thirty (30) days, then it shall not constitute an Event of Default so long as Maker promptly commences and thereafter diligently prosecutes a cure to completion; provided, however, that the default must be cured no later than ninety (90) days after notice from Holder of nonperformance. Thereafter, in the event that the Event of Default remains uncured, the entire indebtedness evidenced hereby shall at the option of Holder become immediately due and payable, without notice or demand.

6. Default Interest. After maturity or any Events of Default, the unpaid principal shall accrue at the interest rate of three and one-half percent (3.5%) per annum during such period of Maker's default under this Note.
7. Allocation of Payments. Each payment shall be credited first to any late charge due, second to interest, and the remainder to principal. All payments shall be made to the City of Vancouver Fourth Plain for All Investment Strategy Housing Allocation – Income Based Housing Investments Account 001 CC0212 PRJ1011015 or its then existing equivalent.
8. Prepayment. Except for the first three (3) years of the Term, Maker may prepay all or part of the balance owed under this Note at any time without penalty. Should Maker prepay all or any part of the balance of the Note any time within three (3) years of the date of this Note, the Default Interest shall be applied and deemed accrued for a period of three (3) years from the date of the Note, regardless of when prepayment is made. In the event of a prepayment of this Note, including the entire balance with all interest accrued thereon, Maker's obligations regarding the Affordable Housing Restrictions shall immediately terminate.
9. Currency. All principal and interest payments must be made in lawful money of the United States.
10. DUE ON SALE. This Note is secured by a Subordinate Deed of Trust and the Property, described in such security instrument, may not be sold or transferred without the Holder's consent, which consent shall be based on Holder's evaluation of the proposed transferee's multifamily affordable housing experience and financial capacity but shall not be unreasonably withheld, delayed or conditioned. Upon breach of this provision, Holder may declare all sums due under this Note immediately due and payable, unless prohibited by applicable law.

/_____
MAKER (Initials)

HOLDER (Initials)

11. Attorneys' Fees and Costs. Maker shall pay all costs incurred by Holder in collecting sums due under this Note after a default, including reasonable attorneys' fees, whether or not suit is brought. If Maker or Holder sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorney's fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.
12. Waiver of Presentments. Maker waives presentment for payment, notice of dishonor, protest and notice of protest.
13. Nonwaiver. No failure or delay by Holder in exercising Holder's rights under this Note shall be a waiver of such rights.

14. Severability. If any clause or any other portion of this Note is determined to be void or unenforceable for any reason, such determination will not affect the validity or enforceability of any other clause or portion of this Note, all of which will remain in full force and effect.
15. Loan Documents. This Note is issued contingent upon the related loan obligations documented in the Loan Agreement, Affordable Housing Covenant, and Subordinate Deed of Trust entered into by Maker and Holder.
16. Integration. Except as provided in the written Loan Documents, there are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Maker and Holder.
17. Execution. Each Maker executes this Note as a principal and not as a surety. If there is more than one Maker, each such Maker shall be jointly and severally liable under this Note.
18. Affordable Housing Property. Maker represents and warrants to Holder that the sums represented by this Note are being used solely for to fulfill the Affordable Housing Restrictions and not for any other commercial, business, investment, personal, family, or household purposes.

_____/_____ MAKER (Initials)	_____ HOLDER (Initials)
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19. Governing Law. This Note is made in accordance with the laws of the State of Washington, not including and notwithstanding rules governing conflicts of law. Jurisdiction over and venue of any action to enforce, interpret, construe or otherwise in connection herewith may, at the City of Vancouver’s option, be held in a court located in Clark County, Washington.
20. ORAL AGREEMENTS. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.
21. SECURITY. This Note is secured by a Subordinate Deed of Trust of even date herewith.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURES FOLLOW]

IN WITNESS WHEREOF, this Note and the Deed of Trust securing this Note have been duly executed by the undersigned Borrower, as of the date above written.

MAKER:
DIG VANCOUVER 57TH, LLC, a Washington limited liability company

By: DIG Management, LLC,
an Oregon limited liability company
Its: Manager

By:_____

Name/Title: Brenner Daniels, Co-Manager

By:_____

Name/Title: Joshua Daniels, Co-Manager

Maker Mailing Address:
333 S State Street, Ste V105
Lake Oswego, OR 97034

DO NOT DESTROY THIS NOTE

WHEN PAID IN FULL this original Note, together with the Deed of Trust securing the same, must be surrendered to the Trustee for cancellation and retention before any reconveyance can be processed.

EXHIBIT C
SUBORDINATE DEED OF TRUST

When Recorded Return To:
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995
ATTN: Patrick Quinton, Director of Economic Development

SUBORDINATE DEED OF TRUST

GRANTOR: DIG VANCOUVER 57TH, LLC, a Washington limited liability company
333 S State Street, Ste V105
Lake Oswego, OR 97034

TRUSTEE: CHICAGO TITLE
1211 SW 5th Avenue, Suite 2130
Portland, OR 97204

BENEFICIARY: CITY OF VANCOUVER, WASHINGTON, a Washington municipal corporation
PO Box 1995
Vancouver, WA 98668-1995

PROPERTY: That certain real property located in Clark County, Washington, with the following described street address, assessors tax parcel number, and abbreviated legal description (ABL), with the full legal description attached hereto as **EXHIBIT A:**

Address: 2909 NE 57th Avenue, Vancouver, WA 98661
Parcel #: 29473047
ABL: LOT 2 SP2-410 2.65A

THIS SUBORDINATE DEED OF TRUST is made on October ____, 2024 between Grantor and Beneficiary (this “Subordinate Deed of Trust”) whereby Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the above described Property, which Property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, including those which may later be found to belong or appertain, all structures and improvements now or hereafter erected on the property, and any and all fixtures upon the property at the time of the execution of this Subordinate Deed of Trust or at any time during the term of this Subordinate Deed of Trust, and the rents, issues, and profits thereof.

This Subordinate Deed of Trust is for the purpose of securing performance of each agreement of Grantor contained in this Subordinate Deed of Trust, and payment of the sum of Nine Hundred Thousand and No One Hundredths Dollars (\$900,000.00) with interest, in accordance with the terms of the secured promissory note of even date herewith, payable to Beneficiary as “Holder” and made by Grantor as “Maker” in favor of Beneficiary (the “Note”) and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of Grantor’s successors or assigns, together with interest thereon at such rate as shall be agreed upon, to have and to hold the property as so described, until such time as any and all indebtedness represented by the Note is extinguished, all conditions of this Subordinate Deed of Trust are satisfied, and written acknowledgment of such satisfaction is provided by Beneficiary.

DATE OF MATURITY

The date of maturity of the indebtedness secured by this Subordinate Deed of Trust is the earliest of the dates of the following: expiration of the Term specified in the Note; failure to comply with the Affordable Housing Restrictions; the sale or transfer of all or any part of the Property or any interest in the Property absent Beneficiary's written consent; Grantor's breach of any covenant or failure to satisfy any condition in either the Note, the Affordable Housing Covenant, or this Subordinate Deed of Trust; the cessation of operations by the Grantor; or payment in full of the indebtedness secured by this Subordinate Deed of Trust.

AFFORDABLE HOUSING RESTRICTIONS

To comply with the use and lending restrictions on the source of funds for the indebtedness of the Note, Grantor covenants and agrees that the loan proceeds will be subject to certain Affordable Housing Restrictions (as hereinafter defined) and the Property will be used to provide a minimum number of housing units provided to households earning at or below 60% of Area Median Income (AMI) and subject to certain rent limits (the "Affordable Housing Units") as specified below, described in the Note, and as evidenced in that certain Affordable Housing Covenant of even date herewith recorded against the Property (the "Affordable Housing Restrictions").

1. The Property is located within the Beneficiary's Fourth Plain for All Investment Strategy geographic area and development of the Affordable Housing Units is central to preserving and modernizing existing housing stock while adding to the supply of deed restricted affordable housing.
2. The number of designated Affordable Housing Units is 12. These units shall minimally include:
 - a. Three, 2-bedroom units; and
 - b. Six, 2-bedroom townhome units; and
 - c. Three, 3-bedroom units.
3. All units on the Property will be floating units meaning that specific units originally designated as Affordable Housing Units may change over time and must be comparable in size, features, and number of bedrooms to those units originally identified as Affordable Housing Units.
4. Grantor must obtain certificates of occupancy for all Affordable Housing Units within 18 months following the date of this Deed of Trust.
5. The designated Affordable Housing Fund units may not initially be rented to a household whose income exceeds 60% of AMI adjusted for family size as determined annually by the United States Department of Housing and Urban Development (HUD). Adjusted income shall be calculated according to the HUD guidelines and Grantor may reference the City of Vancouver, Washington Affordable Housing Fund Income and Rent Limits issued annually for this information. Grantor shall on an annual basis collect and review tenant income information for the Affordable Housing Units and provide a copy to the Beneficiary. If upon annual income review an over-income tenant is residing in a designated Affordable Housing Unit, the next available unit must be rented to an income eligible tenant.
6. Rent charged for the Affordable Housing Units shall be equal to or less than the rent limits based on unit size as set forth annually by the City of Vancouver, Washington Affordable Housing Fund. The maximum allowable Affordable Housing Unit rent shall be reduced if the tenant pays utilities. Only utility allowances prepared and used by the Housing Authority of the City of Vancouver (VHA) shall be used.
7. Grantor shall reexamine and verify the income of each tenant household living in the Affordable Housing Units at least annually. Any increase in rent for these units is subject to the provisions of outstanding leases, and in any event, tenants of these units must be given not less than ninety (90) days prior written notice of any rent increase, or the

amount of notice required under the Washington Residential Landlord-Tenant Act, whichever is longer.

8. The Grantor shall not refuse leasing to a holder of a certificate for family participation under 24 CFR Part 882, or a rental voucher under 24 CFR Part 887, or to the holder of a comparable document evidencing participation in a HOME tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate.

UNIFORM COVENANTS

To protect the security of this Subordinate Deed of Trust, Grantor covenants and agrees:

1. That Grantor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, is the legal owner of the Property, and now has a valid and unencumbered fee simple title thereto, and that the Grantor will warrant and defend said title against all claims and demands of all other persons.
2. That Grantor will promptly pay the Note according to the terms of the Note, and will promptly pay any other indebtedness secured hereby in accordance with its terms. Payments are deemed received by Beneficiary when received at the location designated in the Note or at such other location as may be designated by Beneficiary in writing from time to time.
3. Grantor will perform all of Grantor's obligations under any security instrument which has priority over this Subordinate Deed of Trust, including Grantor's covenants to make payments when due. Beneficiary and Grantor each recognize that provisions in this Subordinate Deed of Trust give Beneficiary certain rights with respect to the Property and to the receipt of certain funds, including the right to receive payment of insurance proceeds and other proceeds and the use and application of the proceeds, including the right to hold and disburse the proceeds, and that these rights are subject to the terms of any security instrument recorded against the Property which has priority over this Subordinate Deed of Trust.
4. That so long as this Subordinate Deed of Trust shall remain in force, Grantor will timely pay all taxes, assessments, charges, fines, liens, fees, and other charges or impositions attributable to the Property which can attain priority over this Subordinate Deed of Trust, or which may be levied or assessed against the Property or this Subordinate Deed of Trust or the indebtedness hereby secured.
5. That Grantor shall keep the Property in good repair; not permit or commit waste of the Property; complete any building, structure or improvement thereon which may be damaged or destroyed; not move or demolish any of the improvements on the Property without the Beneficiary's written consent, which consent shall not be unreasonably withheld, delayed or conditioned; and comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property.
6. That Grantor will keep all existing and hereafter erected structures and improvements that are part of the Property insured against loss or damage by fire, and other hazards included within the term "extended coverage perils," and any other hazards including, but not limited to earthquakes and floods, by a company or companies acceptable to the Beneficiary and for the benefit of the Beneficiary, in the amount of one hundred percent (100%) of the insurable value of the structure and improvements, and will allow the Beneficiary to examine all policies and renewals upon request
7. That Grantor hereby absolutely and irrevocably assigns to Beneficiary, for the period of this Subordinate Deed of Trust, all of Grantor's rights, title, and interest in and to all proceeds from any insurance policy, whether or not required by Beneficiary, that are due, paid or payable with respect to any damage to the Property, whether the policy was in effect before, on, or after the date of this Subordinate Deed of Trust. In the event of loss or damage to the Property, Grantor shall give prompt written notice to insurance carrier,

{00210915;3}

Beneficiary, and Trustee. Insurance proceeds shall be applied to restoration or repair of the Property, provided such restoration or repair is economically feasible. If such restoration or repair is not economically feasible or if the security of this Subordinate Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Subordinate Deed of Trust, with the excess, if any, paid to Grantor. If the Property is abandoned by Grantor, or if Grantor fails to respond to Beneficiary within thirty (30) days from the date notice is mailed by Beneficiary to Grantor that the insurance carrier offers to settle a claim for insurance benefits, Beneficiary is authorized to collect and apply the insurance proceeds at Beneficiary's option either to restoration or repair of the Property or to the sums secured by this Subordinate Deed of Trust.

- 8. That Beneficiary shall have the right, upon not less than seventy-two (72) hours prior written notice to Grantor, to inspect the Property from time to time.
- 9. That Grantor will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex marital status, race, creed, color, national origin, handicap, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII; Executive Order 11063; Executive Order 11246; Architectural Barriers Act of 1968; and Americans with Disabilities Act.
- 10. That, in accordance with applicable law, Beneficiary may from time to time appoint a successor to the Trustee appointed hereunder. Without conveyance of the Property, the successor Trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.
- 11. **DUE ON SALE:** THE NOTE SECURED BY THIS DEED OF TRUST IS DUE AND PAYABLE IMMEDIATELY UPON THE CHANGE OF USE OF THE PROPERTY OR THE SALE OR TRANSFER OF ALL OR ANY PART OF THE PROPERTY, OR ANY INTEREST IN THE PROPERTY, OR UPON GRANTOR'S BREACH OF ANY COVENANT OR FAILURE TO SATISFY ANY CONDITION IN THE NOTE, THE AFFORDABLE HOUSING COVENANT, OR THIS SUBORDINATE DEED OF TRUST. UPON BREACH OF THIS PROVISION, BENEFICIARY MAY DEMAND PAYMENT IN FULL OR IN PART OF THE AMOUNT DUE UNDER THE NOTE SECURED BY THIS SUBORDINATE DEED OF TRUST AND PAYMENT SHALL BE DUE, UNDER CONDITIONS CONTAINED IN THIS SUBORDINATE DEED OF TRUST.

/

GRANTOR (Initials)

BENEFICIARY (Initials)

IT IS MUTUALLY AGREED THAT THE FOLLOWING PROVISIONS APPLY TO THIS SUBORDINATE DEED OF TRUST:

TRANSFER, SALE, OR CHANGE IN USE

As used in this Subordinate Deed of Trust, "interest in the Property" shall mean any legal or beneficial interest in all or any part of the Property. If all or any part of the Property or any interest in the Property is sold or transferred, or if there is a change of use or other transfer, including but not limited to any contract for sale of the Property over time, any assumption of the loan by a transferee of the Grantor, any assignment by Grantor for the benefit of creditors, failure of the Grantor to continue to comply with the Affordable Housing Requirements, appointment of a receiver for Grantor, the filing of a petition for voluntary or involuntary bankruptcy of Grantor, a foreclosure of any nature against Grantor, transfer of any interest in the Property for purposes of a gift, or the death or divorce of the Grantor or Grantors, and if such action or failure to act occurs without prior written consent of Beneficiary, Beneficiary may require immediate payment in full of all sums secured by this Subordinate Deed of Trust, unless prohibited by applicable law. These terms shall not include any transfer by way of subordinate encumbrance.

Notwithstanding anything to the contrary in this Subordinate Deed of Trust, the following shall not be considered a transfer, sale or change of use and shall not trigger Beneficiary's right to declare any amounts secured by this Subordinate Deed of Trust due and payable:

1. The transfer of a security interest in the Property for purposes of financing or refinancing done with the knowledge and consent of Beneficiary, which shall not be unreasonably withheld, delayed or conditioned; or
2. Removal of the Grantor's manager or co-manager for cause and replacement with another manager or co-manager acceptable to Beneficiary, which shall not be unreasonably withheld, delayed or conditioned; or
3. Transfer of the Property upon written consent by Beneficiary, which consent shall be based on Beneficiary's evaluation of the proposed transferee's multifamily affordable housing experience and financial capacity, which consent shall not be unreasonably withheld, delayed or conditioned.

RETURNED PAYMENT

If a payment of the indebtedness secured by this Subordinate Deed of Trust is returned because of insufficient funds or any other reason, Beneficiary may require that any or all subsequent payments due under the Note and this Subordinate Deed of Trust be made in one or more of the following forms, at Beneficiary's sole discretion: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency; or (d) Electronic Funds Transfer.

PARTIAL PAYMENT

Beneficiary may return any payment or partial payment if the payment or partial payment is insufficient to bring the Grantor current in its obligations under the Note and this Subordinate Deed of Trust. Beneficiary may accept any payment or partial payment insufficient to bring Grantor's current in its obligations under the Note and this Subordinate Deed of Trust without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Beneficiary is not obligated to apply such payments at the time such payments are accepted.

FAILURE TO PERFORM

A failure by the Grantor to perform the covenants or satisfy the conditions in this Subordinate Deed of Trust shall give to either the Beneficiary or the Trustee the option to declare the unpaid balance due on the Note, and any other indebtedness secured hereby, at once due and payable, and this Subordinate Deed of Trust may be foreclosed at any time thereafter.

INSURANCE

In the event that Grantor fails to provide or maintain insurance as provided herein, Beneficiary may obtain insurance coverage, at Beneficiary's option and Grantor's expense. Beneficiary is under no obligation to purchase any particular type or amount of coverage, therefore such coverage might insure Beneficiary against loss, but might or might not insure Grantor. Any amounts that Beneficiary pays as insurance premiums under this provision shall become additional debt of Grantor secured by this Subordinate Deed of Trust shall relate back to the original debt, and shall bear interest at the Note rate from the date Beneficiary pays a premium until Grantor repays that amount in full, and shall be payable immediately upon written notice to Grantor from Beneficiary.

HAZARDOUS SUBSTANCES

Grantor shall not knowingly cause, allow, or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances on or in the Property. As used herein, "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by state or federal law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. The preceding requirement does not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances both of kinds and of amounts that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property, including but not limited to Hazardous Substances commonly found in consumer products. Grantor shall promptly

give Beneficiary written notice of any investigation, claim, citation, demand, lawsuit, charge, or any other action that is commenced or threatened against it by any governmental agency or private party concerning Hazardous Substances on the Property.

ACCELERATION AND FORECLOSURE

The Beneficiary is authorized by the Grantor (in accordance with the foregoing) to declare at its option all or any part of the indebtedness secured by this Subordinate Deed of Trust due and payable upon: (1) the Beneficiary's discovery of either the Grantor's failure to disclose any fact deemed by the Beneficiary to be material to the making of the loan or material to any of the agreements entered into by the Grantor with the Beneficiary (including, but not limited to, the Note and Subordinate Deed of Trust), or any material misrepresentation by, on behalf of, or for the benefit of, the Grantor during the entire term of this Subordinate Deed of Trust; (2) the change of Use of the Property from multifamily housing; (3) the sale or other transfer of all or any part of the Property or of any interest in the Property; or (4) any other material breach of the terms of this Subordinate Deed of Trust or the Note (each, an "Event of Default"). Beneficiary shall give Grantor (and any priority lender) written notice of such Event of Default. Grantor shall have thirty (30) days after notice from Beneficiary to cure such Event of Default; provided, however, if the nonperformance is of such a nature that it cannot reasonably be cured within thirty (30) days, then it shall not constitute an Event of Default so long as Grantor promptly commences and thereafter diligently prosecutes a cure to completion; provided, however, that the default must be cured no later than ninety (90) days after notice from Beneficiary of nonperformance. This Subordinate Deed of Trust may be foreclosed by advertisement and sale in accordance with prevailing law of the State of Washington at the time of foreclosure. In the event of such foreclosure, the Beneficiary shall be entitled to recover its reasonable expenses, trustee fees and, as provided herein, attorney fees.

RECONVEYANCE

Upon payment of all sums secured by this Subordinate Deed of Trust, and Grantor's satisfaction and performance of all conditions and covenants of this Subordinate Deed of Trust and compliance with all other provisions of the Note and this Subordinate Deed of Trust, Beneficiary shall request Trustee to reconvey the Property and shall surrender to Trustee this Subordinate Deed of Trust and the Note evidencing the debt secured by this Subordinate Deed of Trust. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Beneficiary or Trustee may charge the person or persons legally entitled to the Property a commercially reasonable fee for the reconveyance, subject to applicable law.

SUBSTITUTE TRUSTEE

In accordance with applicable law, Beneficiary may from time to time appoint a successor to any Trustee appointed hereunder who has ceased to act as such. Without conveyance of the Property, the successor Trustee shall succeed to all the title, power and duties conferred upon the Trustee herein.

VENUE AND CHOICE OF LAW

This Subordinate Deed of Trust shall be governed and enforced in accordance with the laws of the State of Washington, not including and notwithstanding rules governing conflicts of law. Jurisdiction over and venue of any suit to enforce, interpret, construe or otherwise in connection herewith may, at Beneficiary's option, be in Clark County, Washington.

ATTORNEYS' FEES

In the event of any proceeding, suit or action to enforce, interpret, or foreclose this Subordinate Deed of Trust, and if, and only if Beneficiary prevails in such action, Beneficiary shall be entitled to recover its reasonable attorneys' fees and costs, including without limitation any attorneys' fees incurred by Beneficiary in any bankruptcy proceeding. In the event of any kind of appeal, the losing party on appeal agrees to pay all reasonable costs and fees, including attorneys' fees and costs incurred in connection with the appeal.

EMINENT DOMAIN

Grantor further agrees that in the event any portion or all of the Property is taken under right of eminent domain or condemnation, Beneficiary shall have the right to require that the

compensation be paid to Beneficiary and applied, first, to the Beneficiary's reasonable costs and attorney fees and second, to the indebtedness secured by this Subordinate Deed of Trust.

CONSTRUCTION

In construing this Subordinate Deed of Trust, it is understood that if the context so requires, the singular shall be taken to mean and include the plural, and that references to Beneficiary or Grantor include any transferee, to whatever extent transfer is permitted under this Subordinate Deed of Trust. The section titles provided herein are meant as references only and for ease of reading, and are not intended to carry any legal significance.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

WITNESS my hand and official seal hereto the day and year in the certificate above written.

Signed: _____
NOTARY PUBLIC in and for the State of Washington,

My Commission Expires: _____

FORM OF
REQUEST FOR FULL RECONVEYANCE

Do not execute at recording. To be used only when Note has been paid.

TO: _____, TRUSTEE:

The undersigned Beneficiary, City of Vancouver, Washington, a Washington municipal corporation, as Holder is the legal owner and holder of all indebtedness and other obligations evidenced by that certain Promissory Note made on October ____, 2024 by Grantor, DIG Vancouver 57th, LLC, a Washington limited liability company, as Maker, and secured by that certain Subordinate Deed of Trust made on October ____, 2024 by Grantor in favor of Beneficiary, recorded as Auditor’s fee/file No. _____, records of Clark County, Washington; and pursuant to which you are the Trustee.

YOU ARE HEREBY DIRECTED, on payment to you of any sums owing to you under the terms of said Deed of Trust or pursuant to statute, to reconvey, without warranty, to the party or parties entitled thereto by the terms of said Deed of Trust, the estate now held by you under the same.

All sums due and other obligations secured by said Deed of Trust have been fully paid and satisfied, and you are directed to cancel all evidence of indebtedness secured by said Deed of Trust (which are delivered to you herewith together with said Deed of Trust).

Dated: _____

CITY OF VANCOUVER, WASHINGTON

By:[FORM ONLY – DO NOT SIGN]_____
(Signed)

By:_____
(Print Name)

Title: City Manager, or Designee

STATE OF WASHINGTON)
)ss
COUNTY OF CLARK)

On this ____ day of _____, ____ before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of the City of Vancouver, Washington, the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument on behalf of the said entity.

WITNESS my hand and official seal hereto the day and year in the certificate above written.

[FORM ONLY – DO NOT SIGN]_____
NOTARY PUBLIC in and for the State of Washington,

My Commission Expires: _____

SUBORDINATE DEED OF TRUST – EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Lot(s) 2 of Short Plat, recorded in Book 2, Page 410, records of Clark County, Washington, being a portion of the Northwest quarter of Section 19, Township 2 North, Range 2 East of the Willamette Meridian, recorded February 14, 1990, recorded under Auditor's File No. 9002140003, records of Clark County, Washington.

EXHIBIT D
AFFORDABLE HOUSING COVENANT

When Recorded Return To:
City of Vancouver
Economic Prosperity and Housing
PO Box 1995
Vancouver, WA 98668-1995
ATTN: Patrick Quinton, Economic Development Director

**CITY OF VANCOUVER, WASHINGTON
AFFORDABLE HOUSING COVENANT**

GRANTOR: DIG VANCOUVER 57TH, LLC,
a Washington limited liability company
333 S State Street, Ste V105
Lake Oswego, OR 97034

TRUSTEE: Chicago Title
1211 SW 5th Avenue, Suite 2130
Portland, OR 97204

BENFICIARY: CITY OF VANCOUVER, WASHINGTON,
a Washington municipal corporation
PO Box 1995
Vancouver, WA 98668-1995

HOUSING INCENTIVE: Affordable Housing Property Below Market-Rate Loan

PROPERTY: That certain real property located in Clark County, Washington,
with the following described street address, assessors tax parcel
number, and abbreviated legal description (ABL), with the full
legal description attached hereto as **EXHIBIT A:**

Address: 2909 NE 57th Avenue, Vancouver, WA 98661
Parcel #: 29473047
ABL: LOT 2 SP2-410 2.65A

This Affordable Housing Covenant (this “Covenant”) is made effective on October __, 2024 by and between Grantor, voluntarily as borrower, and Beneficiary, as lender, in consideration for certain affordable housing incentives provided to Grantor by the City of Vancouver in the form of a below market-rate affordable housing loan for acquisition of the Property, as evidenced by the Loan Agreement, Secured Promissory Note, and Subordinate Deed of Trust between the parties, all of even date herewith (the “Affordable Housing Loan”).

AFFORDABLE HOUSING INCENTIVE
Grantor is receiving the Affordable Housing Loan, which is funded by the City of Vancouver Fourth Plain for All Investment Strategy housing allocation for income-based housing investments to support the creation and retention of affordable housing opportunities and remediate identified public health and negative economic impacts by providing subordinate financing for acquisition of Property located in a disproportionately impacted geographic area for the purpose of deploying the Affordable Housing Units, defined herein.

This affordable housing incentive is an implementation of the Housing strategy of the Fourth Plain for All Investment Strategy to “Support the Creation and Retention of Affordable Housing Opportunities”, Action 1.1 “Identify and implement investments that support the development of new affordable housing and preserve existing affordable housing stock” and will serve to preserve and modernize the existing housing stock while adding to the supply of deed restricted affordable housing.

AFFORDABILITY PERIOD

This Covenant will be filed and recorded in the official public land records of Clark County, Washington and shall run with the land and constitute a restriction upon the use of the Property described herein, subject to and in accordance with the terms of this Covenant as a condition for Grantor to obtain the Affordable Housing Loan. This Covenant shall terminate upon the earlier of (i) 25 years from the date of this Covenant; or (ii) upon the payment in full of the Affordable Housing Loan, including any prepayment thereof by Grantor under the Secured Promissory Note (the "Affordability Period").

COVENANTS

The covenants contained herein are to be taken and construed as covenants running with the land and shall pass to and be binding upon the Grantor, its successors and assigns heirs, grantees, or lessees of the Property for the duration of the affordability period. Each and every contract, deed or other instrument covering or conveying the Property, or any portion thereof, shall be conclusively held to have been executed, delivered and accepted subject to such covenants, regardless of whether such covenants are set forth in such contract, deed, or other instruments.

NOW, THEREFORE, it is hereby covenanted, that during the Affordability Period:

1. Grantor will develop and preserve 12 units in this Property as long-term affordable rental residential units for household whose income, at the time of initial occupancy, is sixty percent (60%) or less of the area median income (AMI) in Clark County, Washington, adjusted for family size, as estimated annually by the United States Department of Housing and Urban Development (HUD). The affordable housing units are subject to unit size, rent limits, and tenant income requirements described herein.
2. Grantor is the legal owner of the Property, and now has a valid and unencumbered fee simple title thereto, and Grantor will warrant and defend said title against all claims and demands of all other persons.
3. Grantor will timely pay all taxes, assessments, charges, fines, liens, fees, and other charges or impositions attributable to the Property which can attain priority over this Covenant, or which may be levied or assessed against the Property or this Covenant.
4. Grantor shall keep the Property in good repair; not permit or commit waste of the Property; complete any building, structure, or improvement thereon which may be damaged or destroyed; not move or demolish any of the improvements on the Property without the Beneficiary's written consent; and comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Property.
5. Grantor will keep all existing and hereafter erected structures and improvements that are part of the Property insured against loss or damage by fire, and other hazards by a company or companies acceptable to the Beneficiary and for the benefit of the Beneficiary, in the amount of one hundred percent (100%) of the insurable value of the structure and improvements, and will allow the Beneficiary to examine all policies and renewals upon request.
6. Beneficiary shall have the right, upon not less than seventy-two (72) hours prior written notice to Borrower, to inspect the Property from time to time. Borrower shall be entitled to attend any such inspection or have a representative present.
7. Grantor will comply with all federal, state, and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, handicap, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII; Executive Order 11063; Executive Order 11246; Architectural Barriers Act of 1968; and Americans with Disabilities Act.
8. Grantor shall not refuse leasing to a holder of a certificate for family participation under 24 CFR Part 882, or a rental voucher under 24 CFR Part 887, or to the holder of a

comparable document evidencing participation in a tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate.

9. In accordance with applicable law, Beneficiary may from time to time appoint a successor to the Trustee appointed hereunder. Without conveyance of the Property, the successor Trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

UNIT DESIGNATION

The designated Affordable Housing units will consist of 12 units and shall minimally include:

- a. Three, 2-bedroom units; and
- b. Six, 2-bedroom townhome units; and
- c. Three, 3-bedroom units.

All will be floating units meaning that units originally designated as Affordable Housing units may change over time. During the affordability period, the number of Affordable Housing units in the project may never be less than 12 units. The units must be comparable in size, features, and number of bedrooms to those units originally identified as Affordable Housing units.

RENT LIMITS

Affordable Housing Units must only be occupied by households that are income-eligible at the time of initial occupancy and the tenant portion of rent may not exceed what is affordable to households at 60% AMI. The City of Vancouver will issue Affordable Housing rent limits annually. The tenant portion of rent must not exceed the maximum Affordable Housing rent less tenant-paid utility costs based on established utility allowance for the unit. Only the utility allowance provided by the Housing Authority of the City of Vancouver (VHA) shall be used.

TENANT INCOME

All designated Affordable Housing units will be rented to households with an annual income that is 60% AMI or less at the time of initial occupancy. The income of each tenant must be determined initially and annually. If an over-income tenant is residing in a designated Affordable Housing unit, the next available unit must be rented to an income-eligible tenant. The City of Vancouver will provide updated HUD income limits annually. If HUD ceases to provide such estimates of median income, then median income shall mean such comparable figures for Clark County, Washington published or reported by a federal, state, or local agency as the County shall select.

RECORDS

In keeping with the responsibility that accompanies the use of public funds, Grantor shall keep all records and make any reports relating to compliance with this Covenant that the Beneficiary may reasonably require. In addition, Grantor agrees that Beneficiary, by and through the City of Vancouver staff, may at any reasonable time and upon reasonable notice review Grantor for matters consistent with this Covenant, in accordance with applicable law.

REPORTING

Grantor will report annually in writing to the City of Vancouver Economic Prosperity and Housing department on Affordable Housing units for the duration of the Affordability Period. Required information:

- Address and name of project
- Total number of units
- For each designated Affordable Housing Unit:
 - Unit number
 - Number of bedrooms
 - Monthly rent payment
 - Utility allowance
 - Renter gross income
 - Household size

Such reporting information may be submitted electronically upon direction and confirmation of receipt by Beneficiary.

TRANSFER, SALE, OR CHANGE IN USE

As used in this Covenant, “interest in the Property” shall mean any legal or beneficial interest in all or any part of the Property. If all or any part of the Property or any interest in the Property is sold or transferred, or if there is a change of use or other transfer, including but not limited to any contract for sale of the Property over time, any assumption of the loan by a transferee of the Grantor, any assignment by Grantor for the benefit of creditors, failure of the Grantor to continue to utilize the designated Affordable Housing units as rental residence with income of rental households not to exceed 60% of AMI adjusted for household size (the “Use”), appointment of a receiver for Grantor, the filing of a petition for voluntary or involuntary bankruptcy of Grantor, a foreclosure of any nature against Grantor, or transfer of any interest in the Property for purposes of a gift, and if such action or failure to act occurs without prior written consent of Beneficiary, Beneficiary may require immediate payment in full of all sums secured by this Covenant, unless prohibited by applicable law. These terms shall not include any transfer by way of subordinate encumbrance.

Notwithstanding anything to the contrary in this Covenant, the following shall not be considered a transfer, sale or change of use:

1. The transfer of a security interest in the Property for purposes of financing or refinancing done with the knowledge and consent of Beneficiary, which shall not be unreasonably withheld, delayed or conditioned; or
2. Removal of the Grantor’s manager or co-manager for cause and replacement with another manager or co-manager acceptable to Beneficiary, which shall not be unreasonably withheld, delayed or conditioned; or
3. Transfer of the Property upon written consent by Beneficiary, which consent shall be based on Beneficiary’s evaluation of the proposed transferee’s multifamily affordable housing experience and financial capacity, which consent shall not be unreasonably withheld, delayed or conditioned; or
4. The transfer of a leasehold interest to a residential tenant in the ordinary course of Grantor’s business.

DEFAULT

If any breach of this Covenant occurs (an “Event of Default”), Beneficiary shall give Grantor (and any priority lender) written notice of such Event of Default. Grantor shall have thirty (30) days after notice from Beneficiary to cure such Event of Default; provided, however, if the nonperformance is of such a nature that it cannot reasonably be cured within thirty (30) days, then it shall not constitute an Event of Default so long as Grantor promptly commences and thereafter diligently prosecutes a cure to completion; provided, however, that the default must be cured no later than ninety (90) days after notice from Beneficiary of nonperformance. Thereafter, the Note will become immediately due and payable.

Beneficiary may institute and prosecute any proceeding at law or equity to enjoin any such violation or to compel specific performance by the Grantor of its obligations hereunder; provided that, the Grantor shall not be required by any provision herein to evict a residential tenant. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the rights of the Beneficiary to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

SEVERABILITY

The invalidity of any clause, part, or provision of this Covenant shall not affect the validity of the remaining portions thereof.

NOTICES

Any Notice issued pursuant to this Covenant shall be in writing and shall be given by depositing the same in the United States mail, postage paid to the addresses noted above, as may be updated by the parties from time to time, or by delivering the same in person to an officer or principal of such party. Notices deposited in the mail in the manner hereinabove described shall be effective upon mailing.

GOVERNING LAW

This Covenant shall be governed by the laws of the State of Washington.

IN WITNESS HEREOF, Grantor expressly accepts and agrees to the terms and obligations contained in this Affordable Housing Covenant.

GRANTOR:

DIG VANCOUVER 57TH, LLC,
a Washington limited liability company

By: DIG Management, LLC,
an Oregon limited liability company
Its: Manager

By:_____

Name/Title: Brenner Daniels, Co-Manager

By:_____

Name/Title: Joshua Daniels, Co-Manager

NOTARY

STATE OF WASHINGTON)
)ss
COUNTY OF CLARK)

On this ____ day of October, 2024 before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Brenner Daniels, known to me as the Co-Manager of DIG Management, LLC, an Oregon limited liability company, as the Manager of DIG Vancouver 57th, LLC, a Washington limited liability company, who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for uses and purposes therein mentioned, and on oath stated that they are authorized to execute this instrument on behalf of the said entity.

WITNESS my hand and official seal hereto the day and year in the certificate above written.

Signed:_____
NOTARY PUBLIC in and for the State of Washington,

My Commission Expires: _____

STATE OF WASHINGTON)
)ss
COUNTY OF CLARK)

On this ____ day of October, 2024 before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Josh Daniels, known to me as the Co-Manager of DIG Management, LLC, an Oregon limited liability company, as the Manager of DIG Vancouver 57th, LLC, a Washington limited liability company, who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for uses and purposes therein mentioned, and on oath stated that they are authorized to execute this instrument on behalf of the said entity.

WITNESS my hand and official seal hereto the day and year in the certificate above written.

Signed:_____
NOTARY PUBLIC in and for the State of Washington,

My Commission Expires: _____

AFFORDABLE HOUSING COVENANT – EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Lot(s) 2 of Short Plat, recorded in Book 2, Page 410, records of Clark County, Washington, being a portion of the Northwest quarter of Section 19, Township 2 North, Range 2 East of the Willamette Meridian, recorded February 14, 1990, recorded under Auditor's File No. 9002140003, records of Clark County, Washington.

A RESOLUTION of the City Council of the City of Vancouver approving a contract with DIG Vancouver 57th, LLC a Washington limited liability corporation (Applicant), for a 12-year limited multi-family tax exemption providing income-based housing for the property located at 2909 NE 57th Avenue Vancouver, WA 98661 (Exhibit A).

Staff Report: 183-24

To: Mayor and City Council
From: City Manager
Date: September 16, 2024

Subject

Resolution for the Village 57 Apartments -Multifamily Tax Exemption

Key Points

MFTE certificate:

- Applicant requesting 12-year multifamily tax exemption for rehabilitation of an existing 48-unit student housing complex in the Fourth Plain target area.
- A minimum of 20% of the total units (10) will be reserved for households with annual incomes at or below 80% of median family income.

Strategic Plan Alignment

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

Present Situation

The project site is located at 2909 NE 57th Avenue within the Fourth Plain MFTE target area. The applicant is requesting a 12-year multifamily property tax exemption for rehabilitation of a 30-year old, 48-unit, student housing complex with 100 associated parking spaces. The complex is used for short-term student housing for a travel/hospitality vocational school. The proposed development will include 36 two-bedroom units and 12 three-bedroom units. The total estimated rehabilitation cost is estimated at \$1 million. The total project cost, including acquisition, is estimated at \$11 million.

The applicant is required to rent at least 20% of the total development units (or 10 units) as income-based housing to households with annual incomes at or below 80% of median family income. For reference, the HUD 2024 median family income for a four-person household is \$94,400. The table below shows that the income-based unit types will be proportional to the total types of each unit type offered.

Unit Type	Market-Rate Units	Income-Based Units	Square Footage per Unit	Proposed Market-rate Rent	Proposed Income-Based Rent	Max. allowed Income-Based Rents
2-BR	9	3	1,013 sf	\$1,825	\$1,715	\$2,125
2-BR TH	20	4	1,192 sf	\$1,825	\$1,715	\$2,125
3-BR	9	3	1,226 sf	\$2,275	\$1,945	\$2,455

Over the 20-year period following construction, the project (with the exemption) will generate approximately \$978,000 in taxes benefiting all taxing districts (ports, schools, county, city, etc.). A total of \$413,000 in taxes will directly benefit the City of Vancouver. The estimated value of the exemption for all districts during the 12-year exemption is \$89,000. The estimated value of the exemption specific to the City of Vancouver during the 12-year exemption is \$30,000. Land value property taxes, and per unit utility taxes will still be collected during the exemption. It is also anticipated that new residents will support local businesses during and after the exemption period.

Rehabilitation projects are required to avoid displacement of existing tenants. In this case, the unique short-term student housing arrangement is based on a class graduation cycle. The lease terms for the students end with their 20-week class graduation date. There is no lease renewal option beyond the end of the class terms. Additionally, the school has confirmed it is winding down the last three class terms and will be closing permanently after April of 2025. Due to the unique short-term timing of the leases and the fact that no permanent housing is open to general public, staff has determined that the proposal will not trigger the displacement clause for rehabilitation projects.

Rehabilitation projects are further required to demonstrate that the current structures fail to comply with one or more standards of the applicable state or local building or housing codes on or after July 23, 1995. The applicant states that they will be replacing non-compliant ADA elements in the bathrooms and kitchens. The wood burning stoves are no longer code compliant and will be replaced with new electric inserts. Applicant will also be replacing approximately 100 recalled wall heaters.

This project is the first rehabilitation project to be reviewed under the Council's interim green building policy. Typically, new construction projects require certification at the LEED Buildings Design + Construction (BD+C) Gold standard or equivalent from an alternative rating system. Logistically, a 30-year-old building will be difficult to elevate to LEED gold status. The applicant is proposing the following improvements following the green building policy:

- Fully electric project.
- Wood burning fireplaces in all units to be replaced with electric fireplace inserts for reduced carbon emissions and increased interior and exterior air quality.
- New bike parking rack and kids' play equipment for on-site recreation opportunity.
- Adding at least one electric vehicle charger (potentially more).
- Window port air conditioning units.
- Old Cadet wall heater models will be replaced with new ones.
- Kitchen and bathroom plumbing fixtures to be low flow efficiency models.
- Kitchen appliances to be replaced with Energy-Star models.
- The project is in a very walkable/transit-friendly location. The project site is one block from Fourth Plain Boulevard and the bus rapid transit line.

In terms of walkability and alternative transportation, the project is within 800 feet of the Fourth Plain Vine bus rapid transit and the site abuts a grocery store. Roosevelt elementary school, Jim Parsley Center, Bagley Park, and the Boys and Girls club are all within one mile walking distance. Staff has concluded that the project has provided green building elements that will adequately meet the intent of the Council Green building policy.

Advantage(s)

1. Rehabilitates 48 multi-family units in the Fourth Plain residential target area from short term student housing to permanent housing open to the public.
2. Provides for 10 income-restricted units at 80% MFI over 12 years with an additional five years of rent increase protection.
3. Rehabilitated structures will more closely meet the intent of interim green building policy.

Challenge(s)

1. The estimated value of tax exemption for all taxing districts is \$89,000.
2. The estimated value of tax exemption for the City of Vancouver is \$30,000.

Budget Impact

The residential structural portion of the property taxes will be exempt for 12 years, however the City will still receive taxes from the land value and other additional revenues from the development, including construction materials sales tax, permit fees. There will be no increase in demand for public services during the 12-year exemption period as the housing units are existing. Following the 12-year exemption period, the taxable improvements will return to the tax base as new construction and the City and other taxing districts will begin receiving the full residential structural portion of the property taxes.

Prior Council Review

None

Action Requested

Approve resolution allowing for a multifamily tax exemption certificate for rehabilitation of 48 apartment units in the Fourth Plain target area.

Staff Contact

Bryan Monroe, Associate Housing Project Coordinator, bryan.monroe@cityofvancouver.us

Attachments:

1. Resolution
2. Contract

[Meeting Date]

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION of the City Council of the City of Vancouver approving a contract with DIG Vancouver 57th, LLC a Washington limited liability corporation (Applicant), for a 12-year limited multi-family tax exemption providing income-based housing for the property located at 2909 NE 57th Avenue Vancouver, WA 98661 (Exhibit A).

WHEREAS, the City of Vancouver desires to stimulate construction of multi-family rental housing in specifically designated “Residential Target Areas” in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and encourage development densities supportive of tenant use, and

WHEREAS, the City has, pursuant to authority granted under the Revised Code of Washington (RCW 84.14), designated various “Residential Target Areas” for the provision of limited property tax exemptions for new multi-family residential housing; and

WHEREAS, the City has set forth in Chapter 3.22 of the Vancouver Municipal Code (VMC) a program whereby property owners may qualify for a “Final Certificate of Tax Exemption,” which certifies to the Clark County Assessor and Treasurer that a property is eligible to receive a limited property tax exemption; and

WHEREAS, DIG Vancouver 57th, LLC is interested in receiving a limited property tax exemption for rehabilitating 48 units of multifamily, income-based rental housing within the Fourth Plain “Residential Target Area” designated in Chapter 3.22 VMC; and,

RESOLUTION - 1

WHEREAS, the Applicant agrees to rent at least 20 percent of the total development units (10 units) as income-based housing to households with annual incomes at or below 80 percent of area median income for the duration of the 12-year tax exemption.

WHEREAS, The Applicant agrees to the following mix of income-based units at all times during the exemption period:

- Three, 2-bedroom units
- Four, 2-bedroom townhome units
- Three, 3-bedroom units

WHEREAS, The Applicant agrees that, in each of the five years following the expiration of the multifamily tax exemption, increases in the income-based unit rents shall not exceed the unit rent in the previous year adjusted by 5% plus the Consumer Price Index (Urban Consumers) factor, as defined in VMC 3.08.100.

WHEREAS, the Applicant has submitted to the City a complete application for the City's limited tax exemption program outlining a proposed development of new multi-family rental housing, to be constructed on property located at 2909 NE 57th Avenue Vancouver, WA 98661 (Property), Assessor's tax lot 29473047; and

WHEREAS, the City has determined that the Applicant's proposed development will satisfy the requirements for a Final Certificate of Tax Exemption.

Resolution
Exhibit A
Legal Description

Tax lot 29473047:

LOCATED IN THE NW $\frac{1}{4}$ OF SECTION 19, T2N, R2E, WM.

LOT 2 OF THAT SHORT PLAT RECORDED AT BOOK 2, PAGE 410, OF PLATS,
RECORDS OF CLARK COUNTY, WASHINGTON.

RESOLUTION - 4

Resolution
Exhibit B
CONTRACT
for
MULTI-FAMILY HOUSING LIMITED PROPERTY TAX
EXEMPTION

THIS CONTRACT is entered into this 16th day of September 2024, by and between DIG Vancouver 57th, LLC (hereinafter referred to as “Applicant”), and the CITY OF VANCOUVER, a Washington Charter City of the First Class (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the City desires to stimulate construction of multi-family housing in certain designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use, and

WHEREAS, the City has, pursuant to authority granted to it under the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing, and

WHEREAS, the City is interested in promoting new housing in the Fourth Plain residential target area of the City of Vancouver, and

WHEREAS, the City has, as set forth at Chapter 3.22 of the Vancouver Municipal Code (“VMC”), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption, and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for rehabilitating 48 units of multi-family residential housing within the Fourth Plain designated residential target area identified in Chapter 3.22 VMC, and

WHEREAS, the Applicant agrees to rent at least 20 percent of the total development units (10 units) as income-based housing to households with annual incomes at or below 80 percent of median family income for the duration of the 12-year tax exemption.

WHEREAS, the Applicant has submitted to the City a complete application for the City’s limited tax exemption program outlining the proposed development of multi-family residential housing to be rehabilitated on property located at 2909 NE 57th Avenue Vancouver, WA 98661 further defined in the legal description in Exhibit A (Property) for a 12-year market rate tax exemption, and

RESOLUTION - 5

WHEREAS, the City has determined that the Applicant's proposed development outlined herein will satisfy the requirements for a Final Certificate of Tax Exemption.

NOW THEREFORE, the City and Applicant mutually agree as follows:

1. The City agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.
2. The Applicant agrees to rehabilitate, on the Property, 48 units of multi-family residential housing as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this Contract. In no event shall such rehabilitation provide fewer than 48 permanent multi-family residential units.
3. The applicant agrees to meet the intent City's interim green building policy through the specified measures detailed in Exhibit B.
4. The Applicant commits to renting at least twenty percent of the multi-family housing units (10 units) as income restricted housing units to households whose income is at or below 80% of the median family income adjusted for family size as reported by the United States Department of Housing and Urban Development.
5. The Applicant agrees to the following mix of income-based units at all times during the exemption period:
 - Three, 2-bedroom units
 - Four, 2-bedroom townhome units
 - Three, 3-bedroom units
6. Applicant / property owner will include information about the availability of designated MFTE income-based units in any advertising or marketing for the property.
7. The Applicant agrees to complete construction of the agreed upon improvements within three years from the of City Council approval of this Contract, or within any extension thereof granted by the City.
8. The Applicant agrees, upon completion of the building improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Director of Economic Prosperity and Housing ("Director") the following:
 - (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;

- (b) A description of the completed work and a statement of qualifications for the exemption; and
 - (c) A statement that the work was completed within the required three-year period or any authorized extension or any extension thereof.
- 9. The City agrees, conditioned on the Applicant's successful completion of the Property improvements on the Applicant's filing of the materials described in Paragraph 8 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor.
- 10. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for a period of twelve years, to file a notarized declaration with the Director indicating the following:
 - (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
 - (b) A certification that the property continues to be in compliance with this Contract, Chapter 3.22 VMC, and Chapter 84.14 RCW;
 - (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption; and
 - (d) The total monthly rent for each unit.
- 11. The applicant agrees to pay the City of Vancouver an annual monitoring fee of \$500 at the time annual monitoring reports are due for the duration of the exemption period.
- 12. The Applicant agrees to maintain the Property including all improvements in compliance with all applicable City codes and requirements.
- 13. The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multi-family units available for inspection by the City. Failure to submit the annual declaration identified in Paragraph 10 or to maintain adequate records may result in the tax exemption being canceled.
- 14. If the Applicant converts the multi-family residential housing units constructed under this Contract to another use, the Applicant shall notify the Clark County Assessor and Treasurer and the City Economic Prosperity and Housing Director within 60 days of such change in use.
- 15. The Applicant agrees to notify the Economic Prosperity and Housing Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Contract.

16. The Applicant agrees that, in each of the five years following the expiration of the multifamily tax exemption, increases in the income-based unit rents shall not exceed the unit rent in the previous year adjusted by 5% plus the Consumer Price Index (Urban Consumers) factor, as defined in VMC 3.08.100.
17. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Contract. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14;
18. No modifications of this Contract shall be made unless mutually agreed upon by the parties in writing.
19. In the event that any term or clause of this Contract conflicts with applicable law, such conflict shall not affect other terms of this Contract which can be given effect without the conflicting term or clause, and to this end, the terms of this Contract are declared to be severable.
20. Applicant agrees that this Contract is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

CITY OF VANCOUVER

DIG Vancouver 57th, LLC

Eric Holmes, City Manager

Joshua A Daniels, Co-Manager

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

RESOLUTION - 8

EXHIBIT A
LEGAL DESCRIPTION

Tax lot 29473047:

LOCATED IN THE NW $\frac{1}{4}$ OF SECTION 19, T2N, R2E, WM.

LOT 2 OF THAT SHORT PLAT RECORDED AT BOOK 2, PAGE 410, OF PLATS,
RECORDS OF CLARK COUNTY, WASHINGTON.

RESOLUTION - 9

EXHIBIT B
GREEN BUILDING POLICY MEASURES

1. Fully electric project.
2. Wood burning fireplaces in all units to be replaced with electric fireplace inserts for reduced carbon emissions and increased interior and exterior air quality.
3. New bike parking rack and kids' play equipment for on-site recreation opportunity.
4. Adding at least one electric vehicle charger.
5. Window port air conditioning units.
6. Old Cadet wall heater models will be replaced with new ones.
7. Kitchen and bathroom plumbing fixtures to be low flow efficiency models.
8. Kitchen appliances to be replaced with Energy-Star models.

**CONTRACT
for
MULTI-FAMILY HOUSING LIMITED PROPERTY TAX
EXEMPTION**

THIS CONTRACT is entered into this 16th day of September 2024, by and between DIG Vancouver 57th, LLC (hereinafter referred to as “Applicant”), and the CITY OF VANCOUVER, a Washington Charter City of the First Class (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the City desires to stimulate construction of multi-family housing in certain designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use, and

WHEREAS, the City has, pursuant to authority granted to it under the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing, and

WHEREAS, the City is interested in promoting new housing in the Fourth Plain residential target area of the City of Vancouver, and

WHEREAS, the City has, as set forth at Chapter 3.22 of the Vancouver Municipal Code (“VMC”), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption, and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for rehabilitating 48 units of multi-family residential housing within the Fourth Plain designated residential target area identified in Chapter 3.22 VMC, and

WHEREAS, the Applicant agrees to rent at least 20 percent of the total development units (10 units) as income-based housing to households with annual incomes at or below 80 percent of median family income for the duration of the 12-year tax exemption.

WHEREAS, the Applicant has submitted to the City a complete application for the City’s limited tax exemption program outlining the proposed development of multi-family residential housing to be rehabilitated on property located at 2909 NE 57th Avenue Vancouver, WA 98661 further defined in the legal description in Exhibit A (Property) for a 12-year market rate tax exemption, and

WHEREAS, the City has determined that the Applicant's proposed development outlined herein will satisfy the requirements for a Final Certificate of Tax Exemption.

NOW THEREFORE, the City and Applicant mutually agree as follows:

1. The City agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.
2. The Applicant agrees to rehabilitate, on the Property, 48 units of multi-family residential housing as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this Contract. In no event shall such rehabilitation provide fewer than 48 permanent multi-family residential units.
3. The applicant agrees to meet the intent City's interim green building policy through the specified measures detailed in Exhibit B.
4. The Applicant commits to renting at least twenty percent of the multi-family housing units (10 units) as income restricted housing units to households whose income is at or below 80% of the median family income adjusted for family size as reported by the United States Department of Housing and Urban Development.
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6. Applicant / property owner will include information about the availability of designated MFTE income-based units in any advertising or marketing for the property.
7. The Applicant agrees to complete construction of the agreed upon improvements within three years from the of City Council approval of this Contract, or within any extension thereof granted by the City.
8. The Applicant agrees, upon completion of the building improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Director of Economic Prosperity and Housing ("Director") the following:
 - (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;

- (b) A description of the completed work and a statement of qualifications for the exemption; and
 - (c) A statement that the work was completed within the required three-year period or any authorized extension or any extension thereof.
- 9. The City agrees, conditioned on the Applicant's successful completion of the Property improvements on the Applicant's filing of the materials described in Paragraph 8 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor.
- 10. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for a period of twelve years, to file a notarized declaration with the Director indicating the following:
 - (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
 - (b) A certification that the property continues to be in compliance with this Contract, Chapter 3.22 VMC, and Chapter 84.14 RCW;
 - (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption; and
 - (d) The total monthly rent for each unit.
- 11. The applicant agrees to pay the City of Vancouver an annual monitoring fee of \$500 at the time annual monitoring reports are due for the duration of the exemption period.
- 12. The Applicant agrees to maintain the Property including all improvements in compliance with all applicable City codes and requirements.
- 13. The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multi-family units available for inspection by the City. Failure to submit the annual declaration identified in Paragraph 10 or to maintain adequate records may result in the tax exemption being canceled.
- 14. If the Applicant converts the multi-family residential housing units constructed under this Contract to another use, the Applicant shall notify the Clark County Assessor and Treasurer and the City Economic Prosperity and Housing Director within 60 days of such change in use.
- 15. The Applicant agrees to notify the Economic Prosperity and Housing Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Contract.

16. The Applicant agrees that, in each of the five years following the expiration of the multifamily tax exemption, increases in the income-based unit rents shall not exceed the unit rent in the previous year adjusted by 5% plus the Consumer Price Index (Urban Consumers) factor, as defined in VMC 3.08.100.
17. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Contract. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14;
18. No modifications of this Contract shall be made unless mutually agreed upon by the parties in writing.
19. In the event that any term or clause of this Contract conflicts with applicable law, such conflict shall not affect other terms of this Contract which can be given effect without the conflicting term or clause, and to this end, the terms of this Contract are declared to be severable.
20. Applicant agrees that this Contract is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

CITY OF VANCOUVER

DIG Vancouver 57th, LLC

Eric Holmes, City Manager

Joshua A Daniels, Co-Manager

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

EXHIBIT A
LEGAL DESCRIPTION

Tax lot 29473047:

LOCATED IN THE NW $\frac{1}{4}$ OF SECTION 19, T2N, R2E, WM.

LOT 2 OF THAT SHORT PLAT RECORDED AT BOOK 2, PAGE 410, OF PLATS,
RECORDS OF CLARK COUNTY, WASHINGTON.

EXHIBIT B
GREEN BUILDING POLICY MEASURES

1. Fully electric project.
2. Wood burning fireplaces in all units to be replaced with electric fireplace inserts for reduced carbon emissions and increased interior and exterior air quality.
3. New bike parking rack and kids' play equipment for on-site recreation opportunity.
4. Adding at least one electric vehicle charger.
5. Window port air conditioning units.
6. Old Cadet wall heater models will be replaced with new ones.
7. Kitchen and bathroom plumbing fixtures to be low flow efficiency models.
8. Kitchen appliances to be replaced with Energy-Star models.

A RESOLUTION relating to the approval of a form of exclusive negotiation agreement between the City of Vancouver and Edlen & Co Development, LLC (“Edlen & Co”); Palindrome LLP (“Palindrome”) and The Related Companies dba Related NW and Vancouver Housing Authority (“Related and VHA”); establishing the terms and conditions for negotiating development agreements for the development of the Heights District sites B, C and P; and authorizing the City Manager to execute the exclusive negotiation agreements.

Staff Report: 184-24

To: Mayor and City Council
From: City Manager
Date: September 16, 2024

Subject

Resolution for the Heights District Exclusive Negotiation Agreement for First Phase of Development

Key Points

- The City of Vancouver and the Heights Community Investment Committee (HCIC) issued a Request for Proposals (RFP) in March 2024 for the first three development parcels in the Heights District.
- The RFP closed in May 2024 and after two months of careful review, the HCIC selected three different development teams, one for each development site.
- City staff and the HCIC presented their recommendations to City Council at a workshop on August 26, 2024 for Council’s review and feedback. Council supported the HCIC’s selections allowing staff to proceed with entering into exclusive negotiation agreements (ENAs) with the lead developers.
- Staff return to Council for authorization to execute the ENAs in the substantive form attached hereto.

Strategic Plan Alignment

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

Economic Opportunity – a place where a wide variety of businesses of all sizes grow and thrive

Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces

Present Situation

An RFP was issued on March 8, 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 (collectively referred to as the Sites). The RFP closed on May 17, 2024, with four responses, each respondent proposing on multiple sites.

After careful deliberation, 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. City staff and the HCIC presented a summary of the proposals and more detail on the development teams’

experience and expertise at a workshop on August 26, 2024. City Council supported the HCIC's recommendations allowing staff to proceed with negotiating exclusive negotiation agreements (ENAs) with the lead developers.

Staff return to Council to seek authorization to execute the ENA in the substantive form attached.

Advantage(s)

Executing the ENAs is a necessary step prior to negotiating disposition and development agreements to document each party's commitment to the transaction.

Challenge(s)

None

Budget Impact

None

Prior Council Review

Workshop on August 26, 2024

Action Requested

Adopt a resolution approving the exclusive negotiation agreement in its substantive form, and authorize the City Manager to execute the exclusive negotiation agreements specific to each development site.

Staff Contact

Amy Stewart, Real Estate Project Manager, amy.stewart@cityofvancouver.us

Attachments:

1. Resolution
2. 20240905 CONTRACT Form of Exclusive Negotiation Agreement with Form of Property Access Agreement (CivicPlus Upload)

9/16/2024

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION relating to the approval of a form of exclusive negotiation agreement between the City of Vancouver and Edlen & Co Development, LLC (“Edlen & Co”); Palindrome LLP (“Palindrome”) and The Related Companies dba Related NW and Vancouver Housing Authority (“Related and VHA”); establishing the terms and conditions for negotiating development agreements for the development of the Heights District sites B, C and P; and authorizing the City Manager to execute the exclusive negotiation agreements.

WHEREAS, the City owns real property in City of Vancouver, Washington located at E. Mill Plain Boulevard part of Clark County Tax Parcel Numbers 37910148 and 37909805 commonly referred to as Sites B, C and P (the “Property”); and

WHEREAS, on March 8, 2024, the City issued a Request for Proposals (the “RFP”) for the Property and, following a thorough review process, selected Edlen & Co for Site B, Palindrome for Site C and Related and VHA for Site C as the lead developers for the Property; and;

WHEREAS, on August 26, 2024, information summarizing the RFP process and submission review considerations was presented by City staff and the Heights Community Investment Committee at a City Council meeting workshop; and

WHEREAS, the City has prepared a form of exclusive negotiation agreement which will be personalized for each development parcel in accordance with the RFP.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

RESOLUTION - 1

Section 1. The City Council hereby authorizes the City Manager to execute on behalf of the City exclusive negotiation agreements for each Property parcel substantially in the form attached hereto as Exhibit “A.” The City Manager is authorized to negotiate and execute any amendments to each exclusive negotiation agreement executed, limited to nonmaterial provisions and timeframe extensions.

ADOPTED at a Regular Meeting of the Vancouver City Council this _____, of September, 2024.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, Acting City Attorney

RESOLUTION - 2

EXCLUSIVE NEGOTIATING AGREEMENT (Heights District – Site)

This Exclusive Negotiating Agreement (this “Agreement”) is entered into as of September [DAY], 2024 (the “Effective Date”), by the City of Vancouver, a Washington municipal corporation (the “City”), and [DEVELOPER ENTITY] (the “Developer”). The City and Developer may sometimes be referred to individually as “Party” and collectively as “Parties.”

RECITALS

A. The City is the owner of certain real property in Clark County, Washington in the City of Vancouver, more particularly described in the attached Exhibit A, consisting of approximately [ACREAGE] acres of unimproved land located at E. Mill Plain Boulevard part of Clark County Tax Parcel number [PARCEL NUMBER], commonly referred to as Site [SITE NAME] (the “Site” or “Property”).

B. The City acquired the Property for economic development purposes. The City’s goals for the Site, specified in The Heights District Plan (August 2020) include: a 15-minute walkable, inclusive neighborhood with mixed-income housing, opportunities for local, small businesses and social services that cater to community needs; high quality architecture and site design providing a distinctive community character; and enhancement of pedestrian activity and multi-modal connectivity.

C. On March 8, 2024, the City issued the Heights District Request for Proposals (RFP #19-24) (the “RFP”) seeking development partners who are mission driven and equally committed to the Heights District vision and inviting innovative and financially feasible proposals to employ strategies highlighted in the Heights District Equitable Development Plan and meet the goals of the Heights District Plan.

D. On May 17, 2024, the Developer responded to the RFP. Following careful consideration, including presentation to City Council on August 26, 2024, the City and the Heights Community Investment Committee selected the Developer Proposal (defined below) for Site [SITE NAME]. Developer is a private real estate development and investment firm. Pursuant to the Developer Proposal, the Developer intends to build [PROJECT DESCRIPTION].

E. Pursuant to formal selection of the Developer Proposal and approval of the substantive form of this Agreement by City Council on September 16, 2024, the Parties are entering into this Agreement for the purpose of establishing procedures and standards for the negotiation by the City and the Developer of a disposition and development agreement (the “DDA”) between the City and the Developer to govern the redevelopment of the Site in conformance, in all material respects, with the Developer Proposal (the “Project”).

AGREEMENT

The foregoing recitals are hereby incorporated by reference and made part of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

ARTICLE 1. EXCLUSIVE NEGOTIATIONS RIGHT

Section 1.1 Good Faith Negotiations.

(a) The City and the Developer agree, for the Negotiating Period described in Section 1.2, to work cooperatively and in good faith to make a preliminary feasibility determination and, if the Project or any portion thereof is determined to be feasible and desirable by both Parties, to negotiate diligently and in good faith the terms of a DDA regarding the Developer's (i) acquisition of the Site, (ii) construction of the Project on the Site, and (iii) operation and management of the Project, all generally in accordance with the Developer Proposal. During the Negotiating Period, the Parties shall use good faith efforts to accomplish the respective tasks outlined in Article 2 to facilitate the negotiation of a mutually satisfactory DDA.

(b) The Parties acknowledge and agree that, without limitation, the following issues will be addressed in the negotiations and memorialized in the DDA: (1) the physical and land title conditions of the Site and remediation of any adverse conditions identified by the Developer or the City, including with respect to the Developer's environmental review; (2) the land uses to be included in the Project, or portions thereof, (3) the entitlements necessary to construct and operate the Project; (4) the Project development schedule; (5) proposed financing sources for acquisition, construction, and operation of the Project; (6) the terms of the Property's disposition from the City to the Developer; (7) the Project's public benefits; and (8) other matters that may be identified by either Party.

(c) The City and Developer agree that the negotiations under this Agreement to create the DDA will be developed through a term sheet and based on the proposal received from the Developer on May 17, 2024, which is attached hereto as Exhibit B and incorporated herein by this reference (the "Developer Proposal"). Preliminary commitments in the Developer Proposal have been incorporated into this Agreement and the Parties expect the negotiations of the DDA may incorporate additional commitments from the Developer Proposal.

Section 1.2 Negotiating Period.

(a) The negotiating period (the "Negotiating Period") under this Agreement during which the Parties will endeavor to enter into a binding DDA shall be six (6) months,

commencing on the Effective Date of this Agreement, subject to extension as set forth below and/or by mutual agreement of the Parties in writing (subject to the last sentence of this Section 1.2(a)). The Developer may extend the Negotiating Period twice, subject to the reasonable approval of the City Manager, each extension shall be for a period of three (3) months. The Developer shall deliver ten (10) business days prior written notice of the Developer's intent to exercise the extension ("Extension Notice"). Concurrently with the delivery of an Extension Notice, the Developer shall deliver to Escrow an extension deposit of Two Thousand Five Hundred Dollars (\$2,500) (each, an "Extension Deposit"). Each Extension Deposit shall be non-refundable upon delivery into Escrow, except as otherwise explicitly set forth herein or in the DDA including, without limitation, in the event (A) the Developer or the City terminate this Agreement or the DDA (except in the event of a Developer default) or (B) a condition to Developer's obligation to close on the Site under the DDA is not satisfied. In the event the Developer and City enter into a DDA, the Extension Deposit, if any, shall be credited against any ground lease payments or fees due by the Developer to the City. The Negotiating Period may be extended or modified beyond the extensions described in the preceding sentence at the City Manager's discretion.

(b) If a DDA has not been executed by the City and the Developer by the expiration of the Negotiating Period (as the Negotiating Period may be extended pursuant to the preceding paragraph), then this Agreement shall terminate and neither Party shall have any further rights or obligations under this Agreement, except that any provision of this Agreement that is specified to survive termination shall remain in effect, and the Escrow agent shall release to the Developer any payments then being held in Escrow, including the Good Faith Deposit (hereinafter defined) and any Extension Deposit. If a DDA is executed by the City and the Developer, then, upon execution of the DDA, this Agreement shall terminate, and all rights and obligations of the Parties shall be as set forth in the executed DDA. After execution of a DDA, any Extension Deposit made by the Developer shall be disbursed to the City for payments due by the Developer at the closing under the DDA, pursuant to the terms thereof.

Section 1.3 Exclusive Negotiations.

(a) During the Negotiating Period (as the Negotiating Period may be extended pursuant to Section 1.2), the City shall not negotiate with any entity other than the Developer regarding the acquisition or development of the Site or solicit or entertain bids or proposals to do so. Notwithstanding anything to the contrary herein, nothing in this Agreement shall preclude the City from allowing any temporary uses of the Site that the City deems appropriate, at its sole and absolute discretion; provided the City will avoid allowing any temporary use that may result in the contamination or damage to the Property or otherwise encumbering the Property in a manner that would materially or adversely affect the Developer's intended development thereof (in the Developer's reasonable discretion), and Developer shall have no liability or responsibility for any contamination or damage resulting from a temporary use.

Section 1.4 Opening Escrow and Consideration.

(a) The Developer shall open escrow with Fidelity National Title Insurance Company, 655 W Columbia Way, Suite 200, Vancouver, WA 98660 Attn: Melissa Miller

(Email: Melissa.Miller@fnf.com; Phone: (360) 258-2222) (“Escrow”).

(b) In consideration for this Agreement and the Developer’s exclusive right to negotiate under this Agreement, the Developer will concurrently with the execution of this Agreement deposit with the City, Ten Thousand Dollars (\$10,000) (“Good Faith Deposit”). In the event the Developer and City enter into a DDA the Good Faith Deposit payment shall be credited against any ground lease payment or fees due by the Developer to the City, in accordance with the terms of the DDA.

(c) Failure by the Developer to pay the Good Faith Deposit within five (5) business days of the due date shall result in the termination of this Agreement and, upon such termination, the parties shall have no further rights or obligations under this Agreement except those that expressly survive the termination hereof. The Good Faith Deposit is provided in consideration for this Agreement and is non-refundable except as otherwise expressly set forth herein.

Section 1.6 Identification of Developer’s Representatives.

The Developer’s authorized and designated representative to negotiate the DDA with the City include: **DEVELOPER TO SPECIFY**. The Lead Developer shall notify the City in writing of any changes to the designated Developer representative. The Developer shall make full disclosure to the City of all information reasonably requested by the City and pertinent to the ownership, control, and financial capacity of the development entity that is proposed to serve as developer under the DDA, including, but not limited to, the members of the Developer’s development team.

Section 1.7 Actions by the City.

(a) Whenever this Agreement calls for or permits the approval, consent, authorization or waiver of the City, the approval, consent, authorization, or waiver of the City Manager shall constitute the approval, consent, authorization or waiver of the City without further action of the City Council. The Developer acknowledges that nothing in this Agreement (including any approval by the City Manager in accordance with this Agreement), or a DDA (if approved by the City Council) shall limit, waive, or otherwise impair the authority and discretion of: (1) the City’s Planning Department, in connection with the review and approval of the proposed construction plans for the Project, or any use, or proposed use, of the Site; (2) the City’s issuance of a building permit; or (3) any other office or department of the City acting in its capacity as a governmental entity, regulatory authority and/or police power.

(b) The City Manager is the City’s representative for all purposes under this Agreement. The City Manager or designee is authorized to confer any consents or approvals required by City under this Agreement, except where this Agreement specifies that approval by the City Council is required.

ARTICLE 2.

NEGOTIATION TASKS

Section 2.1 Overview.

To facilitate negotiation of the DDA, the Parties shall use reasonable good faith efforts to accomplish the tasks set forth in this Article 2 in a timeframe that will support negotiation and execution of a mutually acceptable DDA prior to the expiration of the Negotiating Period.

Section 2.2 Financing and Costs of Project.

Within the Negotiating Period (excluding extensions thereto), the Developer shall provide the City, for its review and approval, with a preliminary detailed financial analysis for the Project containing, among other matters, a preliminary development budget and operating proforma (the “Financing Proposal”). The Financing Proposal shall identify the proposed sources of funding for each phase, or component, of the Project, including but not limited to all proposed sources of debt and equity to be utilized for the Project. The financial analysis shall be refined by the Parties during the Negotiating Period, as appropriate, and will be used to evaluate the financial feasibility of the Project and to assist in the negotiations of terms regarding payment of costs of land and development as more particularly set forth in the DDA.

Section 2.3 Master Plan.

The City acknowledges and agrees that, as of the Effective Date, the Developer has submitted a conceptual site plan of the Project as part of the Developer Proposal, including a schematic design of the various components of the Project (the “Schematic Plan”). During the Negotiating Period, the Developer shall prepare a preliminary analysis of land use entitlements required for the entire Project for the City’s review and approval (the “Master Plan”). The Schematic Plan and Master Plan, as reasonably approved by the City, will be included in the DDA.

Section 2.4 Planning Approvals.

The Developer acknowledges that the Project requires discretionary approvals and entitlements from the City in its regulatory capacity as well as in its proprietary role (the “Planning Approvals”). The Developer shall be responsible for entitling and permitting the project and the payment of all application fees associated with the Planning Approvals.

Section 2.5 Schedule of Performance.

During the Negotiating Period, the Developer shall provide the City, for its review and approval, a proposed detailed schedule of performance for the Project (the “Schedule of Performance”) which shall include, but not be limited to the dates for obtaining land use entitlements and financing commitments for the Project, the date for the submittal of construction plans to the City, the date for close of escrow on the Site, and the dates for the commencement and completion of construction of the Project. Once reasonably approved by

the City, the Schedule of Performance shall be included as an exhibit in the DDA.

Section 2.6 Due Diligence. During the Negotiating Period, the Developer shall conduct due diligence activities it deems necessary to provide Developer with sufficient information to determine the feasibility of the Project on the Site, including but not limited to planning requirements, soils reports, noise study, hazardous materials report, financial feasibility study, infrastructure, and title adequacy, as more particularly described in this section (the “Due Diligence”).

(a) Physical Adequacy Determination. The Developer shall determine whether the Site is suitable for the Project, taking into account the geotechnical and soils conditions, the presence or absence of toxic or other hazardous materials, the massing of the proposed development improvements, infrastructure, the planning requirements imposed on projects of this type, and the other environmental and regulatory factors that the Developer deems relevant. If, in the Developer’ judgment based on such investigations and analyses, any portion is not suitable for development, the Developer shall notify the City in writing prior to the expiration of the initial Negotiating Period of its determination (an “Unsuitability Notice”). Upon delivery of an Unsuitability Notice by the Developer, this Agreement shall be terminated without further action of any Party, the Good Faith Deposit and Extension Deposit, if any, shall be returned to the Developer, and thereafter no Party shall have any further duties, obligations, rights, or liabilities under this Agreement, except as otherwise expressly set forth herein or in the Property Access Agreement (hereinafter defined). If the Developer does not deliver an Unsuitability Notice during the initial Negotiating Period, then the Site shall be deemed physically suitable for development of the Project and any executed DDA shall not provide for an additional opportunity for the Developer to determine the physical suitability of the Site or for the Developer to terminate the DDA as a result of purported physical unsuitability, provided, however, that nothing herein shall be deemed to preclude the right of the Developer to terminate the DDA for failure of a condition to close on the acquisition of the Site including, without limitation, in the event any new matter is disclosed by a reexamination of the Property from and after the expiration of the Negotiating Period that could not otherwise have reasonably been identified during Due Diligence, all as more particularly set forth in the DDA. Any DDA shall provide that the Site is to be conveyed to the Developer in its “as-is” condition as of the date Developer is deemed to have waived its rights to send an Unsuitability Notice under this Agreement.

(b) Right of Entry. The City shall afford authorized representatives of the Developer access to the Site for the physical adequacy determination as provided in that certain Property Access Agreement by and between the Parties, substantially in the form attached hereto as Exhibit C, incorporated herein by this reference (the “Property Access Agreement”). The Property Access Agreement includes customary indemnification obligations on the part of the Developer with respect to the Developer’s (or is consultants’) access to the Property in connection with the Due Diligence.

(c) Title Adequacy Determination. City shall cause Fidelity National Title Company in Vancouver, WA, with Luke Bennier as Title Officer (Email: Luke.Bennier@fnf.com; Phone: (360) 624-1046) to issue a preliminary title report (the

“Preliminary Report”) for the Site to the Developer and the City. If the Developer objects to any exception appearing on the Preliminary Report or should any title exception arise after the date of the Preliminary Report, the Developer may object to such exception, provided such objection is made to the City in writing on or before 5 P.M. on the ninetieth (90th) day following the Effective Date. If the Developer objects to any exception to title, the City, within forty-five (45) days of receipt of Developer’s objection shall notify Developer in writing whether City elects to: (1) cause the exception to be removed of record; (2) obtain a commitment from the title company for an appropriate endorsement to the policy of title insurance to be issued to the Developer, insuring against the objectionable exception; or (3) terminate this Agreement unless the Developer elects to take title subject to such exception. If any Party elects to terminate this Agreement pursuant to this Section, the Good Faith Deposit and any Extension Deposit shall be returned to the Developer and no Party shall thereafter have any obligations to or rights against the others hereunder, except as otherwise expressly set forth herein or in the Property Access Agreement. If the Developer fails to provide any notification to the City regarding this matter prior to expiration of the time period set forth herein, the condition set forth in this Section shall be deemed satisfied. Any executed DDA shall provide for a supplemental opportunity for the Developer to determine title to the Site or for the Developer to terminate the DDA as a result of any exceptions on title to the Site arising after issuance of the Preliminary Report. Except for any title matters arising in such supplemental review, the fee title to the Site is to be conveyed to the Developer subject only to those exceptions Developer has agreed to accept pursuant to this Section .

(d) Utilities. During the Negotiating Period, the Developer shall consult with the utility companies to determine preliminarily if existing utility facilities require expansion, relocation or undergrounding in connection with the Project.

Section 2.7 Preliminary Plan. Within the time set forth in the Schedule of Performance, the Developer shall submit to the City a proposed conceptual development program (the “Preliminary Plan”) for the Site, only if it differs from the Preliminary Plan submitted with the Developer Proposal. The Preliminary Plan should include: (a) a detailed description of the proposed use of the Site, including the square footage for each type of use; (b) a proposed development phasing schedule; (c) proposed housing affordability; (d) a preliminary financing plan, containing an estimated development budget and operating pro forma; and (e) a preliminary site plan. The Preliminary site plan shall show the general location of the proposed buildings, landscaping, and site improvements; the massing of any proposed buildings; roadways, parking and points of ingress and egress; and any other proposed improvements to be constructed as part of the Project. The City acknowledges and agrees that the Developer’s Preliminary Plan submitted with the Developer Proposal satisfies the requirements set forth in this Section 2.7.

Section 2.8 City Discretion.

(a) Nothing in this Agreement shall obligate the City to exercise its discretion regarding the Project in any particular manner. Developer acknowledges that execution of this Agreement by the City does not constitute approval by the City of any Planning Approvals or

DDA or any required permits, applications, or maps, and in no way limits the discretion of the City in the permit and approval process. Developer acknowledges that approval, conditional approval, or disapproval of the Planning Approvals and DDA is within the sole and exclusive discretion of the City without limitation by or consideration of the terms of this Agreement; that the City may not commit to planning and zoning approvals by contract; and that the City makes no representation regarding the ability or willingness of the City to approve the Planning Approvals or DDA, nor any representation regarding the imposition of any mitigation measures or other conditions of approval. In addition, the Developer acknowledges that other local, state or federal agencies may require additional entitlements, including environmental review, and that any approval by the City does not bind any other local, state or federal agency.

(b) The Parties recognize that the City has the sole discretion and right to terminate this Agreement without fault or default if City determines, in its regulatory capacity, not to approve the Planning Approvals or DDA for the Project. Upon termination for this reason, (i) the Good Faith Deposit and any Extension Deposits shall be returned to the Developer, and (ii) neither Party shall have any further rights or obligations under this Agreement, except that any provisions of this Agreement or the Property Access Agreement that are specified to survive termination shall remain in effect and binding upon the Parties.

Section 2.9 Reports.

(a) Promptly following execution of this Agreement with respect to Documents then in its possession or under its reasonable control, the City shall provide the Developer with copies of all existing leases, and all non-confidential or nonproprietary reports, studies, analyses, official correspondence, and similar documents (collectively, “Documents”), prepared or commissioned by the City with respect to this Agreement and the Project.

(b) Unless otherwise waived by the City, the Developer shall provide the City with copies of final versions of all reports, studies, and analyses prepared by third parties in connection with this Agreement (the “Third Party Reports”) and, at Developer’s reasonable discretion, official correspondence with third parties regarding the Project, but excluding confidential or proprietary information, or any information protected by the attorney-client privilege or that is attorney work product, provided, however, that in the event this Agreement or the DDA is terminated as a result of the City’s default, the City shall reimburse the Developer for the documented cost of the Third Party-Reports provided by the Developer to, and not otherwise waived by, the City.

(c) While desiring to preserve its rights with respect to treatment of certain information on a confidential or proprietary basis, the Developer acknowledges that the City will need sufficient, detailed information about the proposed Project (including, without limitation the financial information described in Section 2.2) to make informed decisions about the content and approval of the DDA. The City will work with the Developer to maintain the confidentiality of proprietary information, or any information protected by the attorney client privilege or the attorney work product doctrine, subject to the requirements imposed on the City by the Washington Public Records Act (Chapter 42.56 RCW). The Developer acknowledges that the City may share information provided by the Developer of a financial and potential

proprietary nature with third party consultants and City council members as part of the negotiation and decision-making process. If this Agreement is terminated without the execution of a DDA, the City shall return to the Developer any proprietary information submitted by the Developer under this Agreement.

Section 2.10 Organizational Documents.

Concurrent with execution of this Agreement, the Developer shall provide the City with copies of its organizational documents evidencing that the Developer exists as an active entity authorized to conduct business in the State of Washington and in the City of Vancouver, and to perform its obligations under the DDA.

Section 2.11 Progress Reports.

From time to time as reasonably agreed upon by the Parties, each Party shall make oral or written progress reports advising the other Party on studies being made and matters being evaluated by the reporting Party with respect to this Agreement and the Development.

Section 2.12 Compliance with Relocation Requirements.

The City hereby represents that there are no tenants on the Property. To the extent required by any federal or state relocation law (including, but not limited to, Revised Code of Washington Chapter 8.26), the Developer shall comply with all applicable requirements of such laws, including, but not limited to, delivering any applicable notices to the existing occupants of the Site, and the preparation of any relocation plan regarding the relocation of any existing occupants.

Section 2.13 Community Outreach.

At the appropriate time or times during the Negotiating Period and following execution of the DDA, the Developer may affirmatively outreach to the local community to obtain and consider community input. Community outreach should be intentional and thoughtful addressing specific needs. The City has gathered a substantial amount of community input over the course of the Heights District project and can share findings with the Developer prior to any outreach efforts if desired.

ARTICLE 3. **GENERAL PROVISIONS**

Section 3.1 Limitation on Effect of Agreement.

This Agreement shall not obligate the City or the Developer to enter into a DDA or any other Agreement regarding the Site. By execution of this Agreement, the City is not committing itself to or agreeing to undertake disposition of the Site. Execution of this Agreement by the City is merely an agreement to conduct a period of exclusive negotiations in accordance with the terms hereof, reserving for subsequent City Council action the final discretion and approval

regarding the execution of a DDA and all proceedings and decisions in connection therewith. Any DDA resulting from negotiations pursuant to this Agreement shall become effective only if and after such DDA has been considered and approved by the City Council, following conduct of all legally required procedures, and executed by duly authorized representatives of the City and the Developer. Until and unless a DDA is signed by the Developer, approved by the City Council, and executed by the City, no agreement drafts, actions, deliverables, or communications arising from the performance of this Agreement shall impose any legally binding obligation on either Party to enter into or support entering into a DDA or be used as evidence of any oral or implied agreement by either Party to enter into any other legally binding document.

Section 3.2 Notices.

Formal notices, demands and communications between the City and the Developer shall be sufficiently given if, and shall not be deemed given unless, (a) dispatched by certified mail, postage prepaid, return receipt requested, or (b) sent by express delivery or overnight courier service, or (c) sent via email to the email address set forth below, with a copy of such notice concurrently sent by either of the methods set forth in the preceding clauses (a) or (b), to the office of the Parties shown as follows, or such other address as the Parties may designate in writing from time to time:

City: City of Vancouver
415 W 6th Street
Vancouver, WA 98660
ATTN: Patrick Quinton, Economic Development
Director
Email: Patrick.Quinton@cityofvancouver.us

With a copy to:
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995
ATTN: Becky Rude, Assistant City Attorney
Email: Becky.Rude@cityofvancouver.us

Developer: [DEVELOPER]
Email:

With a copy to:
[DEVELOPER LEGAL COUNSEL]
Email:

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 3.3 Waiver of Lis Pendens.

It is expressly understood and agreed by the Parties that no lis pendens shall be filed against any portion of the Site with respect to this Agreement or any dispute or act arising from it.

Section 3.4 Costs and Expenses.

Each Party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this Agreement and the performance of each Party's obligations under this Agreement, except as otherwise agreed in writing by the Parties.

Section 3.5 No Commissions.

The City shall not be liable for any real estate commissions or brokerage fees that may arise from this Agreement or any DDA resulting from this Agreement. The City represents that it has engaged no broker, agent, or finder in connection with this transaction, and the Developer shall defend and hold the City harmless from any claims by any broker, agent, or finder retained by the Developer.

Section 3.6 Reserved.

Section 3.7 Nonliability of Agency Officials and Employees.

No council members, officials, employees, representative, member agents or contractors of the City shall be personally liable to the Developer in the event of any default or breach by City or for any amount, which may become due to Developer or on any obligations under the terms of the Agreement.

Section 3.8 Defaults and Remedies

(a) Default. Failure by either Party to negotiate in good faith as provided in this Agreement or to perform an obligation in any material respect under this Agreement shall constitute an event of default hereunder. The non-defaulting Party shall give written notice of a default to the defaulting Party, specifying the nature of the default and the required action to cure the default. Promptly upon receipt of such notice, the defaulting Party and the non-defaulting Party shall work diligently with one another to help mutually cure the default, including meeting at least one (1) time in person to discuss and seek to resolve the issue(s) associated with such default. If a default remains uncured thirty (30) days after receipt by the defaulting Party of such notice, the non-defaulting Party may exercise the remedies set forth in subsection (b).

(b) Remedies.

(1) In the event of an uncured default by a Party, the non-defaulting

Party's sole remedy shall be to terminate this Agreement. Following such termination, neither Party shall have any further right, remedy or obligation under this Agreement, except that the following obligations shall survive such termination: (A) Developer's indemnification obligations pursuant to the Property Access Agreement; (B) in the event the defaulting party is the City, the City's obligation release from escrow to the Developer the Good Faith Deposit and any Extension Deposit then held in escrow; and (C) in the event of a City Default, the City's obligation to reimburse the Developer (within thirty (30) days of written request therefor) for the documented cost of Third-Party Reports provided by the Developer to, and not otherwise waived by, the City.

(2) Except as expressly provided in subparagraph (b)(1) of this Section 3.8, neither Party shall have any liability to the other Party for damages arising out of or related to a default by such Party, nor shall either Party have any other claims with respect to performance or default under this Agreement. Each Party specifically waives and releases any such rights or claims it may otherwise have at law or in equity.

Section 3.9 Discrimination.

Developer shall not discriminate against any person related to the performance under this Agreement because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or sex.

Section 3.10 Business License.

Developer shall apply for and pay the business tax and registration tax for a business license, in accordance with the state and local law requirements.

Section 3.11 Venue.

Clark County, Washington shall be the site and have jurisdiction for the resolution of all actions.

Section 3.12 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

Section 3.13 Entire Agreement.

This Agreement constitutes the entire agreement of the Parties regarding the subject matters of this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged in this Agreement and shall be of no further force or effect. Notwithstanding anything to the contrary, the Right of Entry Agreement, executed by the parties pursuant to Section 2.7(b) shall continue in full force and effect.

Section 3.14 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The part and paragraph headings used in this Agreement are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Agreement.

Section 3.15 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

Section 3.16 Assignment.

The Developer may not transfer or assign any or all of its rights or obligations hereunder to any other entity except with the prior written consent of the City, which consent shall be granted or withheld in the City's sole discretion, and any such attempted transfer or assignment without the prior written consent of City shall be void. The City agrees to consent to Developer's assignment of this Agreement to an affiliate of Developer provided that (a) such affiliate is controlled by Developer, (b) Developer shall not be released from any liability or obligation under his Agreement, and (c) Developer representative shall remain the lead negotiator with the City with respect to the DDA and Project. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment. The City may at its reasonable discretion approve more than one assignment for each portion of Project.

Section 3.17 No Third-Party Beneficiaries.

This Agreement is made and entered into solely for the benefit of the City and the Developer and no other person shall have any right of action under or by reason of this Agreement.

Section 3.18 Developer Not an Agent.

Nothing in this Agreement shall be deemed to appoint Developer as an agent for or representative of the City, and Developer is not authorized to act on behalf of the City with respect to any matters except those specifically set forth in this Agreement. The City shall not have any liability or duty to any person, firm, corporation, or governmental body for any act of omission or commission, liability, or obligation of Developer, whether arising from actions under this Agreement or otherwise.

Section 3.19 Severability.

In the event any section or portion of this Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the Parties shall take further actions as may be reasonably necessary and available to them to effectuate the intent of the Parties as to all provisions set forth in this Agreement.

Section 3.20 Time Is of the Essence.

Time is of the essence for each of the Parties' obligations under this Agreement.

Signatures to Follow on Next Page

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the date first above written.

DEVELOPER:

By: _____

Its: _____

CITY OF VANCOUVER, a Washington municipal corporation

By: _____

By: Eric Holmes, City Manager

APPROVED AS TO FORM:

By: _____

By: Jonathan Young, City Attorney

ATTEST:

By: _____

By: Natasha Ramras, City Clerk

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

EXHIBIT B

DEVELOPER PROPOSAL

EXHIBIT C

FORM OF PROPERTY ACCESS AGREEMENT

PROPERTY ACCESS AGREEMENT

This PROPERTY ACCESS AGREEMENT (this “Agreement”) is dated as September ____, 2024 (the “Effective Date”), by and between City of **Vancouver** (the “City”), a Washington municipal corporation and **[DEVELOPER ENTITY]**, **[A STATE & TYPE OF ENTITY]** (the “Developer”).

BACKGROUND

A. In conjunction with that certain Exclusive Negotiating Agreement entered into by City and Developer on or about the Effective Date of this Agreement (the “ENA”), Developer is interested in performing assessment of the Property described therein.

B. That assessment includes the need to perform certain on-site environmental investigations, further described herein, that require Developer, its agents and contractors have access to the Property.

C. In connection with the Property evaluation, Developer requests City authorization to access to the Property on the conditions provided herein.

NOW, THEREFORE, the parties mutually agree as follows:

1. Assessment. Developer intends to perform an assessment of the Property. Developer’s assessment may include, but is not limited to physical inspections of the Property as set forth more fully below.

2. Access to Property.

(a) Right of Temporary Entry. During the term of this Agreement, which shall commence on the ENA Effective Date (“Entry Commencement Date”) and terminate on the latter of: (a) ninety (90) days after the Entry Commencement Date; or (b) the execution of the disposition and development agreement subject to the provisions of this Agreement, City grants to Developer, and its, agents and contractors permission to enter upon the Property for the limited purpose of conducting the following “Investigation Activities”:

(i) Soil, air, and groundwater sampling, but only subject to and in accordance with the terms of this Agreement;

(ii) Surveys and inspections concerning the condition of the Property, including but not limited to a Phase 1 environmental site assessment (ESA) and, if required by the Phase 1 ESA, a Phase 2 ESA, to investigate the presence or absence of Hazardous Substances (as defined in RCW 70.105D.020), sensitive areas, wetlands or other matters pertaining to the physical condition of the Property and any improvements; and

(iii) Restoration of the Property, pursuant to subsection (3)(e) below.

This Agreement is intended and will be construed only as a non-exclusive temporary license to enter and conduct the Investigation Activities upon the Property and not as a grant of easement or any other interest in the Property.

(b) Conditions of Entry. The exercise by Developer of the right of entry granted herein will be expressly subject to the following terms and conditions:

(i) Unless otherwise agreed to in writing, Developer must provide at least 48 hours' notice to City through email of Developer's intent to enter the Property.

(ii) Developer and its Representatives will exercise the right of temporary entry granted herein so as to minimize interference with the use and enjoyment of the Property by City; and City will reasonably cooperate with Developer to allow access for Developer's representatives and contractors to take samples and otherwise survey and investigate the Property, so long as such movement is reasonably practicable and Developer pays for any extraordinary cost of relocation.

(iii) Any Investigation Activities will be performed in compliance with all applicable laws and in a prompt manner. All such work will be conducted in accordance with good and safe business practices and so as to minimize interference with the use, enjoyment and conduct of business upon the Property. Developer will not suffer or permit to be enforced against the Property any mechanic's, materialmen's, contractor's or subcontractor's liens or any claim for damage resulting from the Investigation Activities and will pay any and all such liens before any action is brought to enforce such liens.

(iv) All costs and expenses incurred in the performance of the Investigation Activities by Developer and/or its Representatives ("Investigation Costs") will be the sole responsibility of Developer, and Developer agrees to indemnify, protect, hold harmless and defend City, its partners, officers, directors, shareholders, lessees, licensees, agents, employees and tenants, if any, on the Property (collectively, "Indemnitees") from and against the Investigation Costs.

(v) Developer agrees to promptly remove and dispose of any soil, debris or purge water resulting from the Investigation Activities in compliance with all applicable laws. Disposal of such soil, debris or purge water will be Developer's sole responsibility at its sole cost and expense, and any manifests for such material will list City as the generator.

(c) Indemnification and Remediation. Developer will indemnify, protect, hold harmless and defend City and the other Indemnitees from and against any and all liability for damages, losses, liens, costs, expenses, penalties, actions, causes of action or claims ("Claims") including, without limitation, Claims for injury to or death to any person, or damage to any property, natural resources or the environment, resulting from the Investigation Activities. Notwithstanding the foregoing, Developer's indemnity and defense of City and the other Indemnitees pursuant to this paragraph does not apply to the extent the Claims are the result of the negligence of City, its Representatives or any lessees, licensees, agents, employees, invitees, or guests of City.

(d) Insurance.

(i) During the term of this Agreement, Developer will obtain and must maintain in force Comprehensive General Liability insurance with coverage at least as broad as ISO CGL form CG 0002 with minimum limits of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, general aggregate minimum limits of Two Million and 00/100 Dollars (\$2,000,000.00);

(ii) Prior to performance of the Investigation Activities under this Agreement, Developer shall furnish to City a certificate of insurance naming City as additional insureds;

(iii) Developer must also require any subcontractors engaged to perform Investigation Activities to maintain insurance as described above.

(e) Restoration of Site. Developer will promptly fill any borings or test pits in

accordance with all applicable laws, and, at the conclusion of any Investigation Activities, remove any and all equipment or materials placed on the Property pursuant to this Agreement, unless otherwise agreed to by the parties in writing. Upon completion of any Investigation Activities, and in compliance with all laws and regulations and with the approval of all applicable environmental agencies, any wells that were installed on the Property will be removed or abandoned by Developer at its sole cost and expense and the Property will be fully restored to its original condition immediately prior to the Investigation Activities.

(f) **Survival.** The provisions of Subsections 2(b), 2(c), 2(d), 2(e) above will survive any termination of this Agreement for a period of six (6) months.

3. Attorneys' Fees. In the event either party finds it necessary to bring suit, action or other proceeding at law or equity to interpret, enforce, or implement any of the terms of this Agreement, then the prevailing party in such action or proceeding shall be paid all of its reasonable attorneys' fees and costs by the losing party.

4. No Definitive Agreement. This Agreement does not require either party to enter into any business relationship and does not create any agency or partnership between the parties. Execution of this Agreement and discussions between the parties does not impose upon either party an obligation to disclose any confidential or privileged information to the other. City will receive complete or sufficient information regarding the assessment activities conducted at the property, and nothing will be withheld that would be pertinent to the property.

5. No Warranties. Each party understands that neither party nor any Representative of that party makes any representation or warranty as to the accuracy or completeness of the information provided under this Agreement.

6. Governing Law and Venue. This Agreement and any claim or dispute arising out of this Agreement, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to its conflicts of law principles.

7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and may not be modified except in writing signed by the parties. This Agreement may not be assigned without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties.

8. Authority. Each of the persons signing this Agreement represents and warrants that they have been duly authorized to sign this Agreement. Each of the undersigned Parties hereby warrants that it is authorized to execute this Agreement and that this Agreement shall remain in full force and shall in no way be affected, impaired, or invalidated. If Developer constitutes more than one entity, all obligations ascribed to Developer by this Agreement are joint and severable.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original thereof, and such counterparts shall together constitute but one and the same Agreement.

10. Electronic Signature. All references to and requirements for signatures and delivery of documents in this Agreement may be satisfied through electronic systems. Execution of this Agreement, and any ancillary document execution, through such electronic systems will have the same force and effect as a manual, wet ink signature.

11. No Recording. Neither party shall record this Agreement against the Property in the property records of Clark County, Washington.

IN WITNESS WHEREOF, each party has executed this Agreement as of the Effective Date.

City of Vancouver, a Washington municipal corporation,

By: _____

By: Eric Holmes, City Manager (or Designee)

Approved as to Form:

By: _____

By: Jonathan Young, City Attorney (or Designee)

[DEVELOPER ENTITY], [A STATE & TYPE OF ENTITY]

By: _____

By: _____

AN ORDINANCE authorizing the City Manager or designee to finalize and execute a contract amendment with Keller Associates, Inc. (“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.

Staff Report: 185-24

To: Mayor and City Council
From: City Manager
Date: September 16, 2024

Subject

Ordinance Authorizing Extension to On-Call Wastewater Professional Service Contract C-100257 with Keller Associates, Inc.

Key Points

- Keller provides engineering design services and engineering services during construction for improvements to the SEH Pump Station.
- Keller contracts with the City for this project under Professional Services Agreement (PSA) C-100257.
- The proposed amendment would extend the existing contract with Keller to complete engineering services during construction.

Strategic Plan Alignment

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

Present Situation

The consultant is currently under contract with the City to provide engineering design and services during construction for the SEH Pump Station Improvements project. The project is expected to be completed by 2027.

This on-call contract will expire on December 31, 2024. To ensure continuity of engineering services, the City wishes to extend the use of the consultants’ services until December 31, 2027, with a mutually agreeable option to extend an additional period until December 31, 2029. The City currently has a new Request for Qualifications solicitation underway for new on-call contracts that will be effective for 2025-2029.

Advantage(s)

Provides for continued specialty engineering services to complete the SEH Pump Station Improvements project.

Challenge(s)

None

Budget Impact

The SEH Pump Station Improvements project is programmed into the Wastewater Treatment capital budget for \$1,704,015 and staff have executed a task order with Keller for engineering design and services during construction. The budget accommodates the continued cost of engineering services. The project is funded by the Sewer Fund.

Prior Council Review

December 2, 2019 – Council approval of Professional Services Agreement C-100257 with Keller Associates, Inc. in the amount of \$500,000.

Action Requested

Advance the ordinance on first reading and set a date of October 7, 2024, for second reading and public hearing. The ordinance, if approved, would authorize the City Manager, or designee, to amend contract C-100257 with Keller Associates, Inc. of Salem, Oregon, to extend contract expiration dates from December 31, 2024 to December 31, 2027, with a mutual option to extend an additional period to December 31, 2029.

Staff Contact

Frank Dick, Wastewater Treatment Program Manager, frank.dick@cityofvancouver.us

Attachments:

1. Ordinance
2. Amendment No 1
3. Keller Associates C-100257 executed

9/**/24
9/**/24

ORDINANCE M - _____

AN ORDINANCE authorizing the City Manager or designee to finalize and execute a contract amendment with Keller Associates, Inc. (“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 since January 1, 2020, with the original five-year term expiring December 31, 2024; 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, 2029; 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.

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 finalize and execute a contract amendment with Consultant for the continuation of Consultant's Services to the City.

Section 2. Duration. This contract is extended until no later than December 31, 2027, with a mutual option to extend an additional period until December 31, 2029 upon written agreement of the Parties.

Section 3. Remainder of Agreement Unchanged. All other provisions in the original agreement not specifically identified in this Ordinance remain unchanged.

Section 4. 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 5. Effective Date. This Ordinance shall go into effect five 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 Keller Associates, 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 (Go to City Government and Public Records).

ORDINANCE - 4

Does not require codification



SERVICE AGREEMENT C-100257
AMENDMENT No. 1
On-Call Wastewater System Planning Design Services

This Agreement amends the Professional Services Agreement number C-100257 by and between the City of Vancouver, hereinafter referred to as "City", and Keller Associates Inc., hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. **Amend** the language contained in Section 5, Time of Performance, with language in herein attached and by reference made part of the Contract.
 - Termination date of agreement changed to December 31, 2027. The City reserves the right to extend the contract an additional two years, to December 31, 2029.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
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

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. C-100257

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 Keller Associates, Incorporated hereinafter referred to as "Contractor", whose address is 245 Commercial Avenue SE, Suite 210 Salem, Oregon 97301.

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 category 2) 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/task 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 \$500,000.00 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 1st, 2020. It is agreed services hereunder shall be completed by December 31st, 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 or 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:

Keller Associates, Incorporated
Attn: Peter Olsen

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

245 Commercial Ave SE, Suite 210
Salem, Oregon 97301

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 27th day of January, 2020

CITY OF VANCOUVER,
A municipal corporation


Eric Holmes, City Manager

CONTRACTOR:
Keller Associates, Incorporated

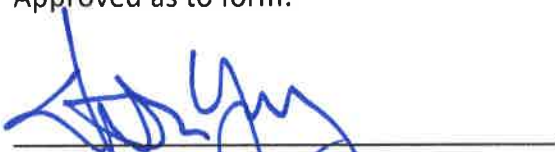

Signature:

Attest:


Natasha Ramras, City Clerk

JAMES BLESOE / PRINCIAL
By: Printed Name / Title

Approved as to form:


Jonathan Young, City Attorney

KELLER ASSOCIATES, Inc.
City of Vancouver
2020 Title Code Billing Rates

Personnel Classification	2020 Hourly Rate		
Project Engineer - I (EI)	\$95	-	\$115
Project Manager - I (PE)	\$120	-	\$165
Project Engineer - II (PE)	\$120	-	\$205
Project Manager - II (PE)	\$165	-	\$220
CAD - I	\$85	-	\$110
CAD - II	\$115	-	\$165
Engineering Student	\$70		
Principal (PE)	\$195	-	\$250
Chief Engineer/Structural Engineer (PE, SE, PLS)	\$250		
Structural Engineer (PE)	\$120	-	\$185
Electrical/Controls Engineer (PE)	\$165	-	\$210
Electrical/Controls Technician	\$105	-	\$150
Professional Surveyor (PLS)	\$125	-	\$165
Surveyor	\$90	-	\$135
Water & Wastewater Operations Consultant	\$110		
Field Representative	\$90	-	\$125
Clerical & Administration	\$65	-	\$90

Other Billing Terms

- Mileage: Billed at Federal Rate (currently \$0.58 per mile)
- Per Diem: \$60.00 per day
- Reimbursable Expenses at Cost x 1.05
- Subconsultant Expenses at Cost x 1.10
- The Title Code Billing Rates are effective January 1, 2020 and will be adjusted each January of subsequent years
- New employees may be added throughout the year

AN ORDINANCE authorizing the City Manager or designee to finalize and execute a contract amendment with Water Systems Consulting, Inc. (“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.

Staff Report: 186-24

To: Mayor and City Council
From: City Manager
Date: September 16, 2024

Subject

Ordinance Authorizing Extension to On-Call Wastewater Professional Service Contract C-100252 with Water Systems Consulting, Inc.

Key Points

- Water Systems Consulting, Inc. (WSC) provides planning and advisory services for the Water Resources Education Center Exhibits Planning project.
- WSC contracts with the City for this project under Professional Services Agreement (PSA) C-100252.
- The proposed amendment would extend the existing contract with WSC to complete planning and advisory services during the current exhibits design.

Strategic Plan Alignment

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

Present Situation

The consultant is currently under contract with the City to provide planning and advisory services for the Water Resources Education Center Planning project. The project is expected to be completed by 2027.

This on-call contract will expire on December 31, 2024. To ensure continuity of engineering services, the City wishes to extend the use of the consultant’s services until December 31, 2027, with a mutually agreeable option to extend an additional period until December 31, 2029. The City currently has a new Request for Qualifications solicitation underway for new on-call contracts that will be effective for 2025-2029.

Advantage(s)

Provides for continued specialty engineering services to complete the Water Resources Education Center Planning project.

Challenge(s)

None

Budget Impact

None. The 2023-24 budget contains appropriation for the engineering services. The project is funded by the Water and Sewer Funds.

Prior Council Review

December 2, 2019 – Council approval of Professional Services Agreement C-100252 with Water Systems Consulting, Inc. in the amount of \$500,000.

Action Requested

Advance the ordinance on first reading and set a date of October 7, 2024, for second reading and public hearing. The ordinance, if approved, would authorize the City Manager, or designee, to amend contract C-100252 with Water Systems Consulting, Inc. of Portland, Oregon, to extend contract expiration dates from December 31, 2024 to December 31, 2027, with a mutual option to extend an additional period to December 31, 2029.

Staff Contact

Frank Dick, Wastewater Treatment Program Manager, frank.dick@cityofvancouver.us

Attachments:

1. Ordinance
2. Amendment No 1
3. Water Systems Consulting Contract executed

9/**/24
9/**/24

ORDINANCE M - _____

AN ORDINANCE authorizing the City Manager or designee to finalize and execute a contract amendment with Water Systems Consulting, Inc. (“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 since January 1, 2020, with the original five-year term expiring December 31, 2024; 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, 2029; 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.

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 finalize and execute a contract amendment with Consultant for the continuation of Consultant's Services to the City.

Section 2. Duration. This contract is extended until no later than December 31, 2027, with a mutual option to extend an additional period until December 31, 2029 upon written agreement of the Parties.

Section 3. Remainder of Agreement Unchanged. All other provisions in the original agreement not specifically identified in this Ordinance remain unchanged.

Section 4. 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 5. Effective Date. This Ordinance shall go into effect five 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 Water Systems Consulting, 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 (Go to City Government and Public Records).

ORDINANCE - 4

Does not require codification



SERVICE AGREEMENT C-100252
AMENDMENT No. 1
On-Call Wastewater System Planning Design Services

This Agreement amends the Professional Services Agreement number C-100252 by and between the City of Vancouver, hereinafter referred to as "City", and Water Systems Consulting Inc., hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. **Amend** the language contained in Section 5, Time of Performance, with language in herein attached and by reference made part of the Contract.
 - Termination date of agreement changed to December 31, 2027. The City reserves the right to extend the contract an additional two years, to December 31, 2029.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
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

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. C-100252

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 Water Systems Consulting, Incorporated hereinafter referred to as "Contractor", whose address is 4640 SW Macadam Avenue, Suite 110, Portland, Oregon 97239.

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 category 4) 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 \$500,000.00 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 1st, 2020. It is agreed services hereunder shall be completed by December 31st, 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 or 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:

Water Systems Consulting, Incorporated
Attn: Scott Duren

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

4640 SW Macadam Avenue, Suite 110
Portland, Oregon 97239

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.

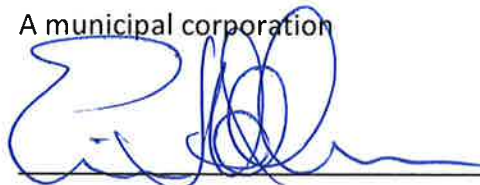
23. Nondiscrimination.

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.

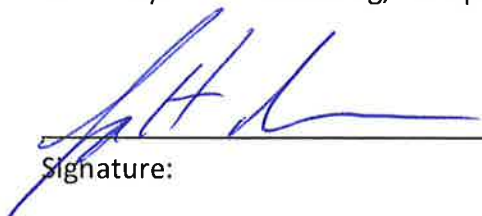
DATED this 27th day of January, 2020

CITY OF VANCOUVER,
A municipal corporation

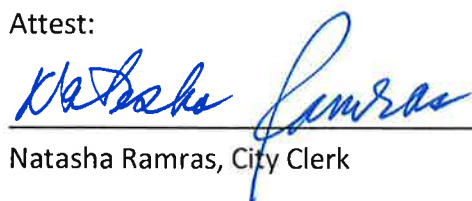

Eric Holmes, City Manager

CONTRACTOR:

Water Systems Consulting, Incorporated

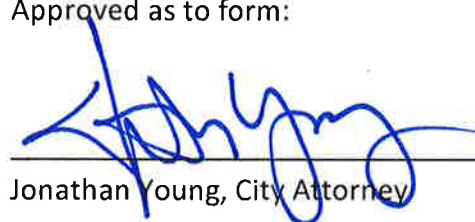

Signature:

Attest:


Natasha Ramras, City Clerk

Scott Duren / Vice President
By: Printed Name / Title

Approved as to form:


Jonathan Young, City Attorney

2019 Classifications and Rates

Labor Classification	Hourly Rate
Engineers / Project Managers / Planners / Hydrogeologists	
Engineering Intern	\$115
Assistant	\$135
Staff I	\$145
Staff II	\$155
Staff III	\$165
Associate I	\$175
Associate II	\$185
Associate III	\$195
Senior I	\$215
Senior II	\$225
Senior III	\$235
Principal I	\$245
Principal II	\$265
Principal III	\$290
Outreach and Communications	
Communications Support I	\$110
Communications Support II	\$135
Communications Support III	\$155
Outreach Specialist/Facilitator I	\$170
Outreach Specialist/Facilitator II	\$210
Outreach Specialist/Facilitator III	\$265
CAD Design Services	
Technician/Designer I	\$115
Technician/Designer II	\$125
Technician/Designer III	\$140
Inspection Services	
Inspector I	\$120
Inspector II	\$135
Inspector III	\$160
Inspector (Prevailing Wage)	\$165
Administrative Services	
Administration/Clerical I	\$115
Administration/Clerical II	\$125
Administration/Clerical III	\$135

10% mark-up on direct expenses; 15% mark-up for sub-contracted services

Standard mileage rate \$0.58 per mile (or current Federal Mileage Reimbursement Rate)

Airplane mileage rate \$1.21 per mile (or current Federal Airplane Mileage Reimbursement Rate)

Rates are subject to revision as of January 1, 2020



CITY OF VANCOUVER
Procurement Services
(360) 487-8430
(360) 487-8433 fax
www.cityofvancouver.us
Federal Tax ID No. 91-6001288

Contract #:
Start Date:
End Date:
Total Contract Amount:

C-100252
Jan 1, 2020
Dec 31, 2024
\$500,000.00

Water Systems Consulting Inc
805 Aerovista Place
Suite 201
San Luis Obispo, CA 93401

Submit all invoices and questions to:

Frank Dick / Frank.Dick@cityofvancouver.us

Contract Overview

The Supplier is to provide on-call waste water treatment engineering and other related professional services per the attached written contract and by reference hereto made a part of this agreement.

Terms and Conditions

Visit our website at <https://www.cityofvancouver.us/fms/page/terms-and-conditions> to access either the general terms and conditions (Rev. 05/2017) or the Professional Services terms and conditions (Rev. 05/2017), which are applicable if there is no written contract.

A handwritten signature in black ink, appearing to read "Nebela Fausse", written over a horizontal line.

Authorized Signature



January 30, 2020

Water Systems Consulting, Incorporated
Attn: Scott Duren
4640 SW Macadam Avenue, Suite 110
Portland, Oregon 97239

Professional Services Agreement – #C-100252: On-Call Wastewater Treatment Engineering and other related professional services

Dear Sir or Madam,

This is your official "Notice to Proceed" for the above referenced agreement. Your fully executed copy of the agreement is enclosed. Please contact the Project Manager, Frank Dick at (360) 487-7139 to begin services. Be advised that work under this agreement and final payment shall be completed and paid only upon written authorization from the City's Project Manager.

The City's contract number & Project Managers name must be referenced on all invoices and correspondence for this project. Please forward all invoices to City of Vancouver, Attn: Frank Dick, P.O. Box 1995, Vancouver, WA 98668-1995 to ensure prompt payment.

If you have any questions, I can be reached at (360) 487-8426.

Sincerely,

A handwritten signature in blue ink that reads "Scott W. Cramer".

Scott W. Cramer
Senior Procurement Specialist
Procurement Services
City of Vancouver

cc: Frank Dick, Project Manager
Dade Pettinger, Associate Civil Engineer
file

encl

AN ORDINANCE authorizing the City Manager or designee to finalize and execute a contract amendment with Jacobs Engineering Group, Inc. (“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.

Staff Report: 187-24

To: Mayor and City Council
From: City Manager
Date: September 16, 2024

Subject

Ordinance Authorizing Extension to On-Call Wastewater Professional Service Contract C-100232 with Jacobs Engineering Group, Inc.

Key Points

- Jacobs provides engineering design services for improvements to the aeration basins at Marine Park Wastewater Treatment Facility.
- Jacobs provides engineering services for an odor control study at Westside Wastewater Treatment Facility.
- Jacobs contracts with the City for these projects under Professional Services Agreement (PSA) C-100232.
- The proposed amendment would extend the existing contract with Jacobs to complete the odor study, and complete aeration basin design and issue bid documents.
- The Westside Wastewater Treatment Facility odor control study will identify sources of odor and provide alternatives for mitigation to reduce odor in the Fruit Valley neighborhood and downtown Vancouver.
- The Marine Park Wastewater Treatment Facility Aeration Basins Improvement project will improve treatment process efficiency and improve automation in the treatment process.

Strategic Plan Alignment

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

Present Situation

Jacobs currently contracts with the City to complete an odor control study for the Westside Wastewater Treatment Facility, and provide engineering design and services during construction for the Marine Park Wastewater Treatment Facility Aeration Basins Improvements project. The odor control study is expected to be completed by 2026. The Aeration Basins Improvements project is expected to be completed by 2029.

Advantage(s)

Provides for continued specialty engineering services to complete the Westside Wastewater Treatment Facility Odor Control Study and design of the Marine Park Wastewater Treatment Facility Aeration Basins Improvement project.

Challenge(s)

None

Budget Impact

The Westside Wastewater Treatment Facility Odor Control Study project is programmed into the Wastewater Treatment capital budget for \$235,000 and staff have executed a task order with Jacobs for engineering services. The budget accommodates the continued cost of engineering services. The project is funded by the Sewer Fund.

The Marine Park Wastewater Treatment Facility Aeration Basins Improvement project is programmed into the Wastewater Treatment capital budget for \$6,000,000 and staff have executed a task order with Jacobs for engineering design. The budget accommodates the continued cost of engineering design services. The project is funded by the Sewer Fund.

Prior Council Review

- December 2, 2019 – Council approval of Professional Services Agreement C-100232 with Jacobs Engineering Group, Inc. in the amount of \$800,000.
- March 25, 2022 – City Manager authorized of Amendment No. 1 to Professional Services Agreement C-100232 with Jacobs Engineering Group, Inc. in the amount of \$60,000, increasing the total contract authorized amount to \$860,000.
- May 15, 2023 – Council approval of Amendment No. 2 to Professional Services Agreement C-100232 with Jacobs Engineering Group, Inc. in the amount of \$1,240,000, increasing the total contract authorized amount to \$2,100,000.

Action Requested

Advance the ordinance on first reading and set a date of October 7, 2024, for second reading and public hearing. The ordinance, if approved, would authorize the City Manager, or designee, to amend contract C-100232 with Jacobs Engineering Group, Inc. of Portland, Oregon, to extend contract expiration dates from December 31, 2024 to December 31, 2027, with a mutual option to extend an additional period to December 31, 2029.

Staff Contact

Frank Dick, Wastewater Treatment Program Manager, frank.dick@cityofvancouver.us

Attachments:

1. Ordinance
2. Amendment No 3
3. Amendment No 2 executed
4. Amendment No 1 executed
5. Jacobs C-100232 executed

9/**/24
9/**/24

ORDINANCE M - _____

AN ORDINANCE authorizing the City Manager or designee to finalize and execute a contract amendment with Jacobs Engineering Group, Inc. (“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 since January 2, 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 March 25, 2022 to increase the authorized amount of the agreement by \$60,000; and

WHEREAS, City authorized Amendment No. 2 to Professional Services Agreement with Consultant on May 15, 2023 to increase the authorized amount of the agreement by \$1,240,000; 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, 2029; and

WHEREAS, the City anticipates additional procurement options with this Consultant may

ORDINANCE - 1

Does not require codification

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.

ORDINANCE - 2

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 finalize and execute a contract amendment with Consultant for the continuation of Consultant's Services to the City.

Section 2. Duration. This contract is extended until no later than December 31, 2027, with a mutual option to extend an additional period until December 31, 2029 upon written agreement of the Parties.

Section 3. Remainder of Agreement Unchanged. All other provisions in the original agreement not specifically identified in this Ordinance remain unchanged.

Section 4. 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 5. Effective Date. This Ordinance shall go into effect five days after its recording.

ORDINANCE - 3

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 - 4

Does not require codification

SUMMARY

ORDINANCE M-_____

AN ORDINANCE authorizing the execution of a contract amendment with Jacobs Engineering Group, 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 (Go to City Government and Public Records).

ORDINANCE - 5

Does not require codification



SERVICE AGREEMENT C-100232
AMENDMENT No. 3
On-Call Wastewater System Planning Design Services

This Agreement amends the Professional Services Agreement number C-100232 by and between the City of Vancouver, hereinafter referred to as "City", and Jacobs Engineering Group Inc., hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. **Amend** the language contained in Section 5, Time of Performance, with language in herein attached and by reference made part of the Contract.
 - Termination date of agreement changed to December 31, 2027. The City reserves the right to extend the contract an additional two years, to December 31, 2029.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Jacobs Engineering Group Inc.

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-100232

AMENDMENT No. 2

On-Call Wastewater Treatment Engineering Services

This Agreement amends the Professional Services Agreement number C-100232 by and between the City of Vancouver, hereinafter referred to as "City", and Jacobs Engineering Group Inc hereinafter referred to as "Contractor", whose address is 1999 Bryan St, Suite 1200, Dallas, TX 75201, for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$1,240,000 to a revised authorized amount of \$2,100,000.
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:



75491884850A467
Eric Holmes, City Manager

5/30/2023

Date

Attest:

DocuSigned by:



BCFB734E40E94AE
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



9A7DC2F34F684A2
Jonathan Young, City Attorney

CONTRACTOR:

Jacobs Engineering Group Inc

DocuSigned by:



967162FDAB4F400...
Signature

Pat Van Duser Designated Manager

Printed Name /Title

5/25/2023

Date

SERVICE AGREEMENT #C-100232

AMENDMENT No. 1

On-Call Wastewater Treatment Engineering Services

This Agreement amends the Professional Services Agreement number C-100232 by and between the City of Vancouver, hereinafter referred to as "City", and Jacobs Engineering Group Inc hereinafter referred to as "Contractor", whose address is 1999 Bryan St, Suite 1200, Dallas, TX 75201, for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$60,000.00 to a revised authorized amount of \$860,000.00.
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

3/25/2022

Date

Attest:

DocuSigned by:

Natasha Ramras

BCF0734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

Jonathan Young

9A7DC2E31F694A2...

Jonathan Young, City Attorney

CONTRACTOR:

Jacobs Engineering Group Inc

DocuSigned by:

Pat Van Duser

967162FDAB34F400...

Signature

Pat Van Duser Designated Manager

Printed Name /Title

3/17/2022

Date

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. 100232

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 Jacobs Engineering Group, Incorporated hereinafter referred to as "Contractor", whose address is 2020 SW Fourth Avenue, 3rd Floor, Portland, Oregon 97201.

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 1,3,4) 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 1st, 2020. It is agreed services hereunder shall be completed by December 31st, 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 or 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:

Jacobs Engineering Group, Incorporated
Attn: Matt Noesen

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

2020 SW Fourth Avenue, 3rd Floor
Portland, Oregon 97201

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.

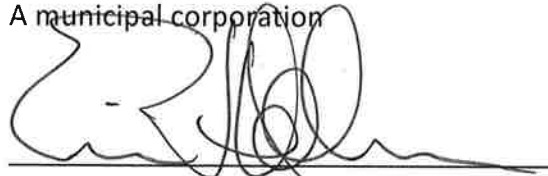
The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for

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 13th day of January, 2020

CITY OF VANCOUVER,

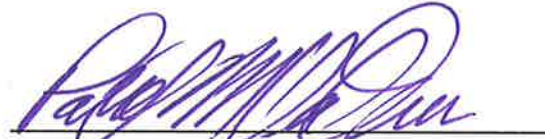
A municipal corporation



Eric Holmes, City Manager

CONTRACTOR:

Jacobs Engineering Group, Incorporated



Signature:

Attest:

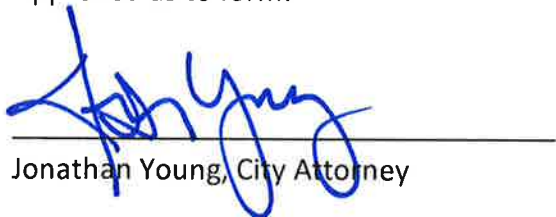


Natasha Ramras, City Clerk

DAT VAN DU SAR / DESIGNATED MANAGER

By: Printed Name / Title

Approved as to form:



Jonathan Young, City Attorney

SCHEDULE OF CHARGES

City of Vancouver On-Call Wastewater System Planning and Design Services

Jacobs Engineering Group, Inc.

PERSONNEL

Labor will be invoiced by staff classification at the following hourly rates, which are valid through this contract expiration.

Staff Category Billing Rate Hourly (hourly)	2019	2020	2021
Principal Project Manager/Program Director	\$298	\$307	\$316
Senior Advisor	\$264	\$272	\$280
Senior Project Manager	\$241	\$248	\$255
Project Manager/Sr. Engineer	\$229	\$236	\$243
Mid-Level Engineer/Sr. Technical Staff	\$218	\$225	\$232
Senior Project Engineer	\$199	\$205	\$211
Project Engineer	\$189	\$195	\$201
Technical Staff	\$181	\$186	\$192
Senior Technician	\$170	\$175	\$181
Engineer/Editor	\$158	\$163	\$168
Staff Engineer 2	\$146	\$150	\$155
Technician 2	\$136	\$140	\$145
Staff Engineer 1/Scientist	\$123	\$127	\$131
Technician 1	\$111	\$114	\$117
Project Assistant/Project Accountant	\$100	\$103	\$106
Office	\$89	\$92	\$95
Intern	\$77	\$79	\$81

PROJECT EXPENSES

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost plus a 10 percent markup. These expenses are anticipated to include the following:

Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

OUTSIDE SERVICES

Outside technical, professional and other services will be invoiced at actual cost plus 10 percent markup.

AN ORDINANCE authorizing the City Manager or designee to finalize and execute a contract amendment with Wallis Engineering, PLLC (“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.

Staff Report: 188-24

To: Mayor and City Council
From: City Manager
Date: September 16, 2024

Subject

Ordinance Authorizing Extension to On-Call Wastewater Professional Service Contract C-100223 with Wallis Engineering, PLLC

Key Points

- Wallis Engineering provides engineering design services for pump station and infrastructure upgrades.
- Wallis Engineering contracts with the City for this project under Professional Services Agreement (PSA) C-100223.
- The proposed amendment would extend the existing contract with Wallis Engineering to complete design and issue bid documents.
- The rehabilitation of the West 16th Pump Station will provide safety, infrastructure, and energy improvements to a sewage pump station that has exceeded its useful life.

Strategic Plan Alignment

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

Present Situation

Wallis Engineering currently contracts with the City to provide engineering design and services during construction for the rehabilitation of the West 16th Pump Station. The project is expected to be completed by 2027.

This on-call contract will expire on December 31, 2024. To ensure continuity of engineering services, the City wishes to extend the use of the consultant’s services until December 31, 2027, with a mutually agreeable option to extend an additional period until December 31, 2029. The City currently has a new Request for Qualifications solicitation underway for new on-call contracts that will be effective for 2025-2029.

Advantage(s)

Provides for continued specialty engineering services to complete the West 16th Pump Station Improvements project.

Challenge(s)

None

Budget Impact

The West 16th Pump Station Improvements project is programmed into the Wastewater Treatment capital budget for \$1,500,000 and staff have executed a task order with Wallis Engineering for engineering design. The budget accommodates the continued cost of engineering design services. The project is funded by the Sewer Fund.

Prior Council Review

December 2, 2019 – Council approval of Professional Services Agreement C-100223 with Wallis Engineering, PLLC in the amount of \$500,000.

Action Requested

Advance the ordinance on first reading and set a date of October 7, 2024, for second reading and public hearing. The ordinance, if approved, would authorize the City Manager, or designee, to amend contract C-100223 with Wallis Engineering PLLC of Vancouver, Washington, to extend contract expiration dates from December 31, 2024 to December 31, 2027, with a mutual option to extend an additional period to December 31, 2029.

Staff Contact

Frank Dick, Wastewater Treatment Program Manager, frank.dick@cityofvancouver.us

Attachments:

1. Ordinance
2. Amendment No 1
3. Wallis C-100223 executed

9/**/24
9/**/24

ORDINANCE M - _____

AN ORDINANCE authorizing the City Manager or designee to finalize and execute a contract amendment with Wallis Engineering, PLLC (“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 since January 1, 2020, with the original five-year term expiring December 31, 2024; 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, 2029; 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.

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 finalize and execute a contract amendment with Consultant for the continuation of Consultant's Services to the City.

Section 2. Duration. This contract is extended until no later than December 31, 2027, with a mutual option to extend an additional period until December 31, 2029 upon written agreement of the Parties.

Section 3. Remainder of Agreement Unchanged. All other provisions in the original agreement not specifically identified in this Ordinance remain unchanged.

Section 4. 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 5. Effective Date. This Ordinance shall go into effect five 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 Wallis Engineering, PLLC 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 (Go to City Government and Public Records).

ORDINANCE - 4

Does not require codification



SERVICE AGREEMENT C-100223
AMENDMENT No. 1
On-Call Wastewater System Planning Design Services

This Agreement amends the Professional Services Agreement number C-100223 by and between the City of Vancouver, hereinafter referred to as "City", and Wallis Engineering PLLC., hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. **Amend** the language contained in Section 5, Time of Performance, with language in herein attached and by reference made part of the Contract.
 - Termination date of agreement changed to December 31, 2027. The City reserves the right to extend the contract an additional two years, to December 31, 2029.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
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

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. C-100223

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 Wallis Engineering, PLLC hereinafter referred to as "Contractor", whose address is 215 West 4th Street, Suite 200, Vancouver, Washington 98660.

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 category 5) 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 \$500,000.00 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 1st, 2020. It is agreed services hereunder shall be completed by December 31st, 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 or 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:

Wallis Engineering, PLLC
Attn: Jane Vail

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

215 West 4th Street, Suite 200
Vancouver, WA 98660

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.

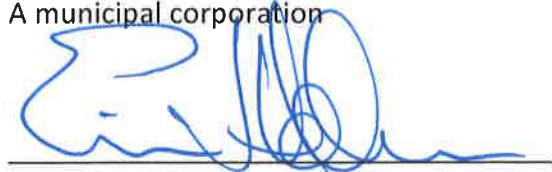
23. Nondiscrimination.

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 7th day of January, 2020

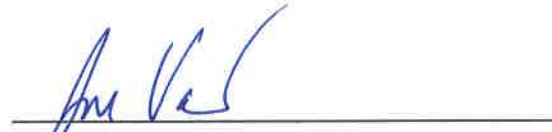
CITY OF VANCOUVER,
A municipal corporation



Eric Holmes, City Manager

CONTRACTOR:

Wallis Engineering, PLLC



Signature:

Attest:

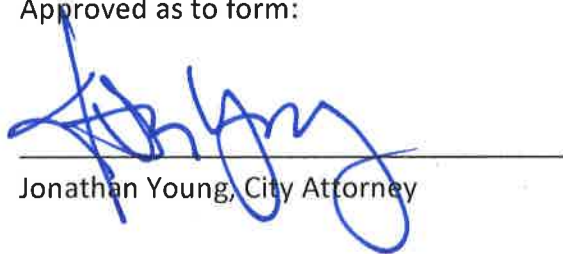


Natasha Ramras, City Clerk

Jane Vail, Principal Engineer

By: Printed Name / Title

Approved as to form:



Jonathan Young, City Attorney



RATE SCHEDULE

Rate Schedule good through December, 31, 2020

<u>Title</u>	<u>Range</u>	
Associate Engineer	\$141	\$141
Senior Engineer	\$193	\$193
Engineering Manager I - VI	\$165	\$190
Project Engineer I - IX	\$117	\$163
Staff Engineer I - IV	\$95	\$115
Engineering Intern I - III	\$59	\$65
Designer	\$112	\$136
Construction Manager	\$125	\$125
Inspector	\$88	\$103
Technician I-IV	\$78	\$114
Administrative I – VI	\$47	\$104

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.

AN ORDINANCE authorizing the City Manager, or designee, to finalize and execute a contract amendment with Brown and Caldwell (“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.

Staff Report: 189-24

To: Mayor and City Council
From: City Manager
Date: September 16, 2024

Subject

Ordinance Authorizing Extension to On-Call Wastewater Professional Service Contract C-100220 with Brown and Caldwell

Key Points

- Brown and Caldwell (B&C) provides engineering design services for the Headworks Screens Replacement project at Marine Park Wastewater Treatment Facility.
- B&C provides engineering services for the Centrifuge Replacement project at Westside Wastewater Treatment Facility.
- B&C provides planning and engineering services for the Solids Renewal project at Westside Wastewater Treatment Facility.
- B&C contracts with the City for these projects under Professional Services Agreement (PSA) C-100220.
- The proposed amendment would extend the existing contract with B&C to complete the Headworks Screens and Centrifuge replacement projects and issue bid documents, and continue Solids Renewal planning project.
- The Headworks Screens and Centrifuge projects will replace critical equipment that has reached the end of their useful life.
- The Solids Renewal planning project will provide an implementation plan for equipment and processes to pursue a resource recovery facility from wastewater solids.

Strategic Plan Alignment

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

Present Situation

B&C is currently under contract with the City to provide engineering design of the Headworks Screens and Centrifuge replacement projects, and to complete the planning phase for the Solids Renewal project. These projects are expected to be completed by 2027.

The consultant’s prices for engineering design services for the Headworks Screens and the Centrifuge replacement are within the authorized amount for C-100220.

B&C have completed 2 phases of the planning for the Solids Renewal project within budget (\$633,053) resulting in (1) definition of boundary conditions and values, and (2) technical and climate

impact evaluation of representative approaches for resource recovery. The third and final planning phase is proposed at \$775,000 and will provide the City with an implementation plan for design and construction of Solids Renewal facilities.

This on-call contract will expire on December 31, 2024. To ensure continuity of engineering services, the City wishes to extend the use of the consultants' services until December 31, 2027, with a mutually agreeable option to extend an additional period until December 31, 2029. The City currently has a new Request for Qualifications solicitation underway for new on-call contracts that will be effective for 2025-2029.

Advantage(s)

1. Provides for continued specialty engineering services to complete the design of the Marine Park Wastewater Treatment Facility Headworks Screens Replacement project and the Centrifuge Replacement project.
2. Provide for continued specialty engineering and planning services to complete the planning phases of the Solids Renewal project.

Challenge(s)

None

Budget Impact

The Marine Park Wastewater Treatment Facility Headworks Screens Replacement project is programmed into the Wastewater Treatment capital budget for \$3,239,360 and staff have executed a task order with Brown and Caldwell for engineering design. The budget accommodates the continued cost of engineering design. The project is funded by the Sewer Fund.

The Westside Wastewater Treatment Facility Centrifuge Replacement project is programmed into the Wastewater Treatment capital budget for \$1,686,000 and staff have executed a task order with Brown and Caldwell for engineering design. The budget accommodates the continued cost of engineering design. The project is funded by the Sewer Fund.

The Westside Wastewater Treatment Facility Solids Renewal planning project is programmed into the Wastewater Treatment capital budget for \$1,800,000 and staff have executed a task order with Brown and Caldwell for engineering services. The budget accommodates the continued cost of engineering and planning services. The project is funded by the Sewer Fund.

Prior Council Review

- December 2, 2019 – Council approval of Professional Services Agreement C-100220 with Brown and Caldwell in the amount of \$800,000.
- May 15, 2023 – Council approval of Amendment No. 1 to Professional Services Agreement C-100220 with Brown and Caldwell in the amount of \$1,700,000, increasing the total contract authorized amount to \$2,500,000.

Action Requested

Advance the ordinance on first reading and set a date of October 7, 2024, for second reading and public hearing. The ordinance, if approved, would authorize the City Manager, or designee, to amend contract C-100220 with Brown and Caldwell of Portland, Oregon, to: (1) increase by \$549,546 for a

total contract amount of \$3,049,546, and (2) extend contract expiration date from December 31, 2024, to December 31, 2027, with a mutual option to extend an additional period to December 31, 2029.

Staff Contact

Frank Dick, Wastewater Treatment Program Manager, frank.dick@cityofvancouver.us

Attachments:

1. Ordinance
2. Amendment No 2
3. Amendment No 1 executed
4. Brown Caldwell C-100220 executed

9/**/24
9/**/24

ORDINANCE M - _____

AN ORDINANCE authorizing the City Manager or designee to finalize and execute a contract amendment with Brown and Caldwell (“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 since January 7, 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 \$1,700,000; 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, 2029; 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

ORDINANCE - 1

Does not require codification

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.

ORDINANCE - 2

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 finalize and execute a contract amendment with Consultant for the continuation of Consultant's Services to the City.

Section 2. Duration. This contract is extended until no later than December 31, 2027, with a mutual option to extend an additional period until December 31, 2029 upon written agreement of the Parties.

Section 3. Remainder of Agreement Unchanged. All other provisions in the original agreement not specifically identified in this Ordinance remain unchanged.

Section 4. 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 5. Effective Date. This Ordinance shall go into effect five days after its recording.

ORDINANCE - 3

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 - 4

Does not require codification

SUMMARY

ORDINANCE M-_____

AN ORDINANCE authorizing the execution of a contract amendment with Brown and Caldwell 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 (Go to City Government and Public Records).

ORDINANCE - 5

Does not require codification



SERVICE AGREEMENT C-100220
AMENDMENT No. 2
On-Call Wastewater System Planning Design Services

This Agreement amends the Professional Services Agreement number C-100220 by and between the City of Vancouver, hereinafter referred to as "City", and Brown and Caldwell, 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 \$549,546 to a revised authorized amount of \$3,049,546.
2. **Amend** the language contained in Section 5, Time of Performance, with language in herein attached and by reference made part of the Contract.
 - Termination date of agreement changed to December 31, 2027. The City reserves the right to extend the contract an additional two years, to December 31, 2029.
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:
Brown and Caldwell

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-100220

AMENDMENT No. 1

On-Call Wastewater Treatment Engineering Services

This Agreement amends the Professional Services Agreement number C-100220 by and between the City of Vancouver, hereinafter referred to as "City", and Brown & Caldwell, hereinafter referred to as "Contractor", whose address is 6500 SW Macadam Ave, Ste 200, Portland, OR 97239, for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$1,700,000 to a revised authorized amount of \$2,500,000.
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, City Manager

5/18/2023

Date

Attest:

DocuSigned by:


Natasha Ramras, City Clerk

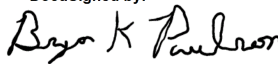
Approved as to form:

DocuSigned by:


Jonathan Young, City Attorney

CONTRACTOR:

Brown & Caldwell

DocuSigned by:


Signature

Bryan K Paulson

Vice President

Printed Name /Title

5/16/2023

Date

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. 100220

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 Brown & Caldwell hereinafter referred to as "Contractor", whose address is 6500 SW Macadam Avenue, Suite 200 Portland, Oregon 97239.

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 1,2,3,4,5) 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/task 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 1st, 2020. It is agreed services hereunder shall be completed by December 31st, 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 or 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
415 W 6th Street

Contractor:

Brown & Caldwell
Attn: Tim Mills
6500 SW Macadam Ave, Suite 200

P O Box 1995
Vancouver WA 98668-1995

Portland, Oregon 97239

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 7th day of January, 2020

CITY OF VANCOUVER,

A municipal corporation



Eric Holmes, City Manager

CONTRACTOR:

Brown & Caldwell



Signature:

Attest:

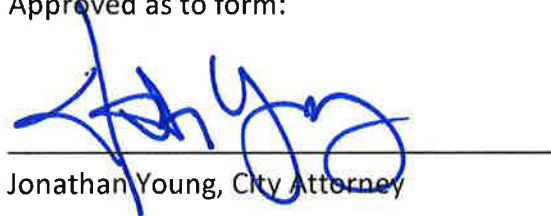


Natasha Ramras, City Clerk

Bryan K. Paulson / VP

By: Printed Name / Title

Approved as to form:



Jonathan Young, City Attorney

**Brown and Caldwell, Inc. Hourly Billing Rates for City of Vancouver
Wastewater System Planning and Design Services On-Call Agreement**

2020 City of Vancouver Rates

Level	Engineering	Technical/Scientific	Administrative	Hourly Rate
A			Office/Support Services I	\$66
B	Drafter Trainee	Field Service Technician I	Word Processor I	
C	Assistant Drafter	Field Service Technician II	Office/Support Services II	\$74
			Word Processor II	
D	Drafter		Office/Support Services III	\$84
	Engineering Aide		Accountant I	
	Inspection Aide		Project Analyst I	
	Engineer I	Field Service Technician III	Word Processor III	
E	Senior Drafter		Office/Support Services IV	\$98
	Senior Illustrator			
	Inspector I	Geologist/Hydrogeologist I	Accountant II	
		Scientist I	Project Analyst II	
		Senior Field Service Technician	Word Processor IV	\$112
	Engineer II		Accountant III	
F	Inspector II		Project Analyst III	
	Lead Drafter	Geologist/Hydrogeologist II	Area Business Operations Mgr	
	Lead Illustrator	Scientist II	Technical Writer	
			Word Processing Supervisor	\$128
	Engineer III			
	Inspector III			
G	Senior Designer			
	Supervising Drafter	Geologist/Hydrogeologist III	Accountant IV	
	Supervising Illustrator	Scientist III	Administrative Manager	\$147
	Senior Engineer			
H	Principal Designer			
	Senior Construction Engineer	Senior Geologist/Hydrogeologist		
	Senior Engineer	Senior Scientist	Senior Technical Writer	\$171
	Principal Engineer			
I	Principal Construction Engineer	Principal Geologist/Hydrogeologist		
	Supervising Designer	Principal Scientist	Corp.Contract Administrator	\$198
	Supervising Engineer	Supervising Scientist		
J	Supervising Constr. Engineer	Supervising Geologist/Hydrogeologist		
	Supervising Engineer		Assistant Controller	\$234
K		Managing Geologist/Hydrogeologist		
	Managing Engineer	Managing Scientist	Area Bus Ops Mgr IV	\$270
L	Chief Engineer	Chief Scientist		
	Executive Engineer	Chief Geologist/Hydrogeologist	Corp Marketing Comm. Mgr.	\$296
M	Vice President			\$296
N	Senior Vice President			\$296
O	President/Executive Vice President			\$296
P	Chief Executive Officer			\$296

Notes

1. Rates valid through December 31, 2020.
2. The rate schedule may be updated annually for escalation of rates.
3. Miscellaneous project expenses (CAD computers and printers, software licenses, color graphics, copying, printing, etc.) are included in the hourly rates and not billed separately.
4. Mileage costs are based on the IRS standard mileage rate, currently \$0.58 per mile.
5. Subconsultant work is subject to a 5% markup.

Brown and Caldwell, Inc.
6500 SW Macadam Ave, Suite 200
Portland, OR 97239

AN ORDINANCE authorizing the City Manager or designee to finalize and execute a contract amendment with Stantec Consulting, Inc. (“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.

Staff Report: 190-24

To: Mayor and City Council
From: City Manager
Date: September 16, 2024

Subject

Ordinance Authorizing Extension to On-Call Wastewater Professional Service Contract C-100219 with Stantec Consulting, Inc.

Key Points

- Stantec provides engineering design services for improvements to sewage influent pumps at Marine Park Wastewater Treatment Facility.
- Stantec contracts with the City for this project under Professional Services Agreement (PSA) C-100219.
- The proposed amendment would extend the existing contract with Stantec to complete design and issue bid documents.
- The installation of new, non-clog pumps will greatly improve reliability and resiliency for sewage influent pumping, while also eliminating the need for operators to unclog pumps.

Strategic Plan Alignment

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

Present Situation

Stantec currently contracts with the City to provide engineering design and services during construction for the replacement of two influent pumps at Marine Park Wastewater Treatment Facility. The project is expected to be completed during 2026.

Advantage(s)

Provides for continued specialty engineering services to complete the Marine Park Influent Pump Station Improvements project.

Challenge(s)

None

Budget Impact

The Marine Park Influent Pump Improvements project is programmed into the Wastewater Treatment capital budget for \$1,250,000 and staff have executed a task order with Stantec, Inc. for engineering design. The budget accommodates the continued cost of engineering design services. The project is

funded by the Sewer Fund.

Prior Council Review

December 2, 2019 – Council approval of Professional Services Agreement C-100219 with Stantec Consulting, Inc. in the amount of \$800,000.

Action Requested

Advance the ordinance on first reading and set a date of October 7, 2024, for second reading and public hearing. The ordinance, if approved, would authorize the City Manager, or designee, to amend contract C-100219 with Stantec, Inc. to extend contract expiration dates from December 31, 2024 to December 31, 2027, with a mutual option to extend an additional period to December 31, 2029.

Staff Contact

Frank Dick, Wastewater Treatment Program Manager, frank.dick@cityofvancouver.us

Attachments:

1. Ordinance
2. Amendment No 1
3. Stantec C-100219 executed

9/**/24
9/**/24

ORDINANCE M - _____

AN ORDINANCE authorizing the City Manager or designee to finalize and execute a contract amendment with Stantec Consulting, Inc. (“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 since January 7, 2020, with the original five-year term expiring December 31, 2024; 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, 2029; 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.

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 finalize and execute a contract amendment with Consultant for the continuation of Consultant's Services to the City.

Section 2. Duration. This contract is extended until no later than December 31, 2027, with a mutual option to extend an additional period until December 31, 2029 upon written agreement of the Parties.

Section 3. Remainder of Agreement Unchanged. All other provisions in the original agreement not specifically identified in this Ordinance remain unchanged.

Section 4. 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 5. Effective Date. This Ordinance shall go into effect five 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 Stantec Consulting, 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 (Go to City Government and Public Records).

ORDINANCE - 4

Does not require codification



SERVICE AGREEMENT C-100219
AMENDMENT No. 1
On-Call Wastewater System Planning Design Services

This Agreement amends the Professional Services Agreement number C-100219 by and between the City of Vancouver, hereinafter referred to as "City", and Stantec Consulting Inc., hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. **Amend** the language contained in Section 5, Time of Performance, with language in herein attached and by reference made part of the Contract.
 - Termination date of agreement changed to December 31, 2027. The City reserves the right to extend the contract an additional two years, to December 31, 2029.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Stantec Consulting Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. 100219

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 Stantec Consulting, Incorporated hereinafter referred to as "Contractor", whose address is 601 SW Second Avenue, Suite 1400, 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 1,2,3,5) 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 1st, 2020. It is agreed services hereunder shall be completed by December 31st, 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 or 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:

Stantec Consulting, Incorporated
Attn: Richard Talley

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

601 SW Second Avenue, Suite 1400
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 23rd day of December, 2019

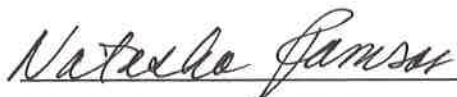
CITY OF VANCOUVER,

A municipal corporation



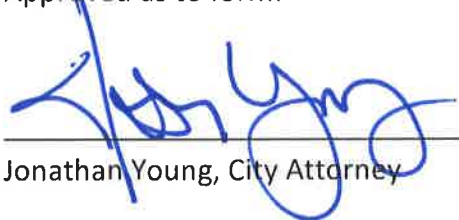
Eric Holmes, City Manager

Attest:



Natasha Ramras, City Clerk

Approved as to form:



Jonathan Young, City Attorney

CONTRACTOR:

Stantec Consulting, Incorporated



Signature:

DICK TALLEY / VICE PRESIDENT

By: Printed Name / Title

STANTEC SCHEDULE OF HOURLY RATES

This schedule of rates is effective for the period of January 1, 2020 through December 31, 2020

HOURLY PROJECT BILLING RATES

<u>Classification</u>	<u>Hourly Billing Rate</u>
Accountant/Admin	\$ 90.00
Technician/Intern	\$ 120.00
Designer	\$ 140.00
Staff Engineer	\$ 150.00
Project Engineer	\$ 170.00
Discipline Engineer	\$ 185.00
Senior Engineer	\$ 200.00
Discipline Lead	\$ 230.00
Project Manager	\$ 245.00
Technical Expert	\$ 265.00

OTHER DIRECT PROJECT COSTS

<u>Other Direct Cost</u>	<u>Rate</u>
General Service Administration (G&A)	12.50%
Subconsultants	At Cost (plus G&A)
Vehicle Mileage	Based on IRS Allowance for Vehicle Mileage (plus G&A)
Employee Expenses (per diem, lodging, travel)	At Cost (plus G&A)
Computer Aided Design (CAD)	Included in the hourly project billing rates
Health, Safety and Equipment	Included in the hourly project billing rates



AKS Engineering & Forestry LLC
Billing Rates – Effective 5/23/2019

	<u>Hourly rate</u>
Principal/Sr. Project Manager	\$175
QA/QC Reviewer	\$175
Project Manager	\$150
Project Engineer	\$140
Engineering Designer	\$115
Engineering CAD Technician	\$100
Project Surveyor	\$150
One-person survey crew w/ vehicle & equipment	\$130
Two-person survey crew w/ vehicle & equipment	\$190
Two-person survey crew – BOLI prevailing wage	\$225
Laser scanning survey crew w/vehicle & equipment	\$190
Drone one-person crew/office	\$150
Surveyor	\$115
Survey CAD Technician	\$100
Sr. Landscape Architect	\$120
Landscape Architect	\$100
Sr. Land Use Planner	\$150
Land Use Planner	\$130
Planning Technician/Graphic Design Specialist	\$100
Construction Manager/Owners Representative	\$140
Construction Inspector	\$110
Sr. Natural Resources Manager	\$150
Natural Resources Specialist	\$120
Natural Resources Technician	\$100
Sr. Certified Arborist	\$150
Certified Arborist	\$120
Sr. Forest Engineer	\$150
Forest Engineering Technician	\$120
Sr. Forester	\$150
Forester Technician	\$100
Technical Editor	\$85
Clerical	\$65

Non-salary costs

The following non-salary items are considered reimbursable:

Subcontractors and Subconsultants	cost + 10%
Application/Permit Fees	@ cost
Mileage (current federally allowed rate)	\$0.58/mile
Technical Supplies	@ cost
Postage/Shipping	@ cost
Commercial Copies	cost + 10%
Commercial Deliveries	cost + 10%
Per Diem	Standard rates apply

AKS does not have a minimum number of hours charged per call out. We understand that it is necessary at times to quickly go out to project sites and provide a small amount of work. There is no additional or minimum charge for this. Overtime rates are the same as the standard billing rate. AKS staff understands the need to work overtime to get projects done in a timely and efficient manner; therefore, we do not have an additional charge or multiplier for overtime. Field equipment (survey instruments, vehicles, etc.), computer hardware, and computer software (AutoCAD licenses, etc.) are included in the labor rate.

AN ORDINANCE in the public interest relating to construction for the public use of transportation and streets and sidewalks; declaring the public necessity for and providing for the acquisition by the City of Vancouver by eminent domain of certain property, located in the City limits at 5300 MacArthur Boulevard and described herein, required to construct such public street improvements and related facilities within the City of Vancouver, Washington; taking final action to authorize condemnation of such property; authorizing the City Attorney to prosecute eminent domain proceedings and to stipulate in mitigation of damages; providing for payment of just compensation in exchange for such property; and providing for an immediate effective date.

Staff Report: 191-24

To: Mayor and City Council
From: City Manager
Date: September 16, 2024

Subject

Condemnation Ordinance

Key Points

- The City is advancing a multimodal transportation public improvement project, known as the Grand Loop project in the Heights District.
- The project requires acquisition of a portion of land and property rights from the parcel located at 5300 MacArthur Blvd to construct right-of-way.
- The City has attempted to negotiate in good faith with the property owner, but no agreement has been reached, making it impossible for the City to construct the Grand Loop.
- The Grand Loop project represents a public use, fulfilling the public purpose of transportation infrastructure, and acquisition of the subject property is necessary to its construction.

Strategic Plan Alignment

Transportation and Mobility – a safe, future-ready and convenient transportation system

Present Situation

The City is currently advancing the design of the Grand Loop project, a new multimodal right-of-way and linear park that is an extension of North Blandford Drive, east of MacArthur Boulevard and loops around the Tower Mall Redevelopment Area in the Heights District Plan area. The Grand Loop project provides public access and utilities to the development parcels and is a priority piece of public transportation infrastructure to support the first phase of affordable housing development.

Development of City-owned land is projected to begin construction in 2026, creating an urgent need to construct the Grand Loop project. Additionally, the north and east segments of the Grand Loop was recently awarded \$17.5 million in federal funding that needs to be obligated by 2028.

As evidenced by City Council Resolution M-4222 adopted May 15, 2023, the City Council finds that the Grand Loop project represents a public use, necessity, and convenience for the City of Vancouver. 15,125 square feet of land at 5300 MacArthur Blvd is required to construct the north segment of the Grand Loop public roadway project.

The City issued an offer to the property owner in September 2023 based on a certified appraisal. The owner rejected the offer due to concerns about parking access. The City issued a revised offer in April 2024 with an exclusive perpetual parking easement to replace the existing easement over the Tower Mall property to satisfy the owner's parking concerns. The City's right-of-way consultant made multiple unsuccessful attempts to contact the property owner to discuss the revised offer. City staff met with the owner on June 6th 2024 and the owner rejected the offer with the same parking concerns and a new concern around relocating a fence on the south side of the property. To address the fence concern, the City issued a revised offer on July 18th increasing the compensation by \$20,000 to account for fence relocation costs. Despite the City's multiple efforts to reach agreement, no agreement has been made. Therefore, it is recommended that the City advance the eminent domain right-of-way acquisition process to enable the City to construct the road that is needed to support private development and meet the federal grant funding obligations. If City Council adopts the condemnation ordinance, the City will continue to negotiate in good faith with the property owner for contractual acquisition of the property.

Advantage(s)

By adopting the condemnation ordinance, this allows the City the option to exercise its statutory eminent domain authority and proceed with a condemnation action to obtain a court order for the City to purchase the property necessary for right-of-way and advance the public transportation infrastructure project to construction.

Challenge(s)

The condemnation ordinance authorizes the City to file civil suit and engage in legal action for property acquisition. The outcome of any legal action cannot be predicted with certainty.

Budget Impact

Compensation consisting of \$402,200 and an exclusive perpetual parking easement was offered as the purchase price based on the certified appraisal of the land and existing parking easement. In the event an eminent domain action is brought there will be additional costs related to legal representation and minimal court filing and publishing fees, the value of which is included in the project budget.

Prior Council Review

- City Council Workshop February 26, 2024
- City Council Resolution M-4222 adopted May 15, 2023
- Adoption of the Heights District Plan and associated Comprehensive Plan amendments August 10, 2020

Action Requested

Advance the ordinance on first reading and set a date of October 7, 2024, for second reading and public hearing. If approved, the ordinance would declare the public use and necessity for, and requires the acquisition by eminent domain for just compensation of certain portions of real property and property rights located at 5300 MacArthur Boulevard to construct street improvements and related facilities; and to authorize the City Attorney to prosecute eminent domain proceedings in accordance with the ordinance.

Staff Contact

Amy Stewart, Real Estate Project Manager, Rebecca Rude, Assistant City Attorney,
amy.stewart@cityofvancouver.us, becky.rude@cityofvancouver.us

Attachments:

1. Ordinance
2. Property Legal Descriptions and Exhibits
3. Property Owner Notice

09/16/24 (Date of First Reading)
10/07/24 (Date of Public Hearing)

ORDINANCE NO. _____

AN ORDINANCE in the public interest relating to construction for the public use of transportation and streets and sidewalks; declaring the public necessity for and providing for the acquisition by the City of Vancouver by eminent domain of certain property, located in the City limits at 5300 MacArthur Boulevard and described herein, required to construct such public street improvements and related facilities within the City of Vancouver, Washington; taking final action to authorize condemnation of such property; authorizing the City Attorney to prosecute eminent domain proceedings and to stipulate in mitigation of damages; providing for payment of just compensation in exchange for such property; and providing for an immediate effective date.

WHEREAS, the Washington State Constitution (Article 1, Section 16) and Title 8 of the Revised Code of Washington authorizes the City of Vancouver to acquire private property necessary for public use following due process of law and payment of just compensation and such legal proceedings to purchase private property are called condemnation actions; and

WHEREAS, the City's eminent domain authority includes acquisition of real property in fee title as well as interests in real property, such as easements; and

WHEREAS, the City of Vancouver Public Works Department has developed right-of way plans, approved by City Council on May 15, 2023 through Resolution M-4222, that indicate which portions of parcels and property interests are necessary to be acquired for the Heights District Plan Grand Loop road public transportation infrastructure construction project; and

WHEREAS, the City has negotiated in good faith as to the amount of compensation due to the property owner and has based its offer compensation package, including a perpetual parking

easement, and land valuation price on a licensed MAI certified appraiser; and

WHEREAS, the statutorily required notice has been provided to the property owner pursuant to RCW 8.12.005 and RCW 8.25.290 of the City's intent to take final action authorizing condemnation of the subject property; and

WHEREAS, good faith negotiations have not yet resulted in an agreement between the parties; and

WHEREAS, the City Council is exercising its independent discretion to take final action authorizing the City to commence a condemnation proceeding and confirming the City's right to acquire such property as in the public interest and necessary to fulfill a public purpose, and to settle the amount of just compensation owing to the property owner.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings.

A. Public Interest. As described in Staff Report ____-24 and as evidenced by City Council Resolution M-4222 adopted May 15, 2023, the Vancouver City Council finds that the public interest necessitates the acquisition of certain portions of a parcel of real property and an easement located within the right of way of N. Blandford Drive east of MacArthur Boulevard, for a public use in the construction of certain public transportation improvements and related facilities ("Project").

B. Subject Property. The property ("Subject Property") to be taken pursuant to this Ordinance includes the fee interest in portions of one parcel listed at Exhibit "A", as well as replacement and relocation of certain permanent parking easement interest. The Subject Property to be taken for the Project is specifically described in the attached Exhibits B and C. Acquisition of the

ORDINANCE - 2

Subject Property is necessary to completion of the Project.

C. Prior Good Faith Negotiation. The City of Vancouver, by and through its Economic Prosperity and Housing Department and Public Works Department, has actively worked in good faith to acquire the Subject Property by negotiated sale. Honest differences of opinion exist between the City of Vancouver and the owner of the Subject Property.

E. Public Use. The City of Vancouver's Public Works Department has a Six-Year Transportation Improvement Program, which indicates that the Project is in the public interest and the Subject Property must be acquired for the construction of these street and utility infrastructure improvements within the Heights District Plan (Tower Mall Redevelopment) area.

F. Necessity for Subject Property. Due to the public need to construct the public transportation infrastructure improvements to accommodate future growth in the Heights District Plan area, development and traffic demands, the public use and public interest necessitates the City to initiate the acquisition of the Subject Property and payment of just compensation by exercise of the power of eminent domain through a condemnation proceeding. Acquisition of the Subject Property will not change its current use and enjoyment nor require any tenant relocation.

G. Location. The Subject Property to be acquired by negotiated sale or by eminent domain proceedings authorized by this Ordinance are within the city limits of the City of Vancouver, Clark County, Washington and are necessary for construction of the Project.

Section 2. Payment of Compensation The Subject Property to be acquired pursuant to the City's power of eminent domain shall be acquired only after just compensation has been made or paid into the Clark County Superior Court registry or special account for the benefit of the owner or owners in a manner provided by law.

Section 3. Source of Funds. All just compensation, fees, and costs associated with the

ORDINANCE - 3

acquisition by eminent domain proceedings of the Subject Property, shall be paid from the City of Vancouver Transportation Project fund, and if this fund were insufficient, from the City's general fund or other funds then available for such purposes.

Section 4. Authority of Attorney. The City Attorney is hereby authorized to begin and prosecute the actions and proceedings in the manner provided by law to condemn, take, damage and appropriate all lands and other properties as necessary to carry out the provisions of this Ordinance. The City Attorney is also authorized to enter into stipulations for the purpose of minimizing damages, including all stipulations authorized by Chapter 8.25 RCW.

Section 5. Effective Date. As discussed in Staff Report ____-24, and the findings of this Ordinance, there is an immediate need to initiate eminent domain proceedings to acquire the Subject Property to accommodate the Project; an emergency is hereby declared; and this Ordinance shall go into effect immediately upon final passage.

DATE OF FINAL PASSAGE by the Vancouver City Council: October ____, 2024.

SIGNED this ____ day of October 2024.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE in the public interest relating to construction for the public use of transportation and streets and sidewalks; declaring the public necessity for and providing for the acquisition by the City of Vancouver by eminent domain of certain property, located in the City limits at 5300 MacArthur Boulevard and described herein, required to construct such public street improvements and related facilities within the City of Vancouver, Washington; taking final action to authorize condemnation of such property; authorizing the City Attorney to prosecute eminent domain proceedings and to stipulate in mitigation of damages; providing for payment of just compensation in exchange for such property; and providing for an immediate effective date.

The full text of this ordinance will be mailed upon request. Contact public records staff at (360) 487-8480, citypdr@cityofvancouver.us, or via [Public Records Request -The City of Vancouver, WA](#).

EXHIBIT A

ABC Homes Property Legal Description

That portion of Section 30, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington, lying within the John Nye Donation Land Claim, described as follows:

BEGINNING at a concrete monument set at the intersection of the center lines of Macarthur Boulevard and Blandford Drive as described in Exhibit "A" under Exception, attached to Quit Claim Deed to Tower Mall L.L.C. recorded December 02, 2003 under Auditor's File No. 3761409 records of said County; thence North 34°29'58" East 53.89 feet to a point on the North line of Macarthur Boulevard; thence South 34°42'02" East 10.70 feet along the North line of said Macarthur Boulevard to the most Southerly corner of the Exception as described in said Quit Claim Deed and the TRUE POINT OF BEGINNING; thence continuing along said North line South 34°42'02" East 391.76 feet to Westerly corner of T. B. Bruno property as conveyed by deed recorded in Volume "D-34", Page 174, under Auditor's File No. G 213157 and being that portion of Short Plat Lot 2 recorded in Book 2 of Short Plats at Page 243, records of said County; thence along the Northerly line of said T. B. Bruno property and said Lot 2 North 55°17'58" East 157.14 feet; thence parallel with the North line of said Macarthur Boulevard North 34°42'02" West 476.77 feet to a point on the Southerly line of above described Exception; thence along said Southerly line South 19°02'58" West 98.34 feet; thence continuing along said line South 36°48'28" West 62.89 feet; thence continuing along said line South 34°29'58" West 19.46 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B
Right-of-Way Acquisition Legal Descriptions
and Maps



ABC Homes LLC right-of-way acquisition
Legal Description

Being a portion of Parcel II conveyed to ABC Homes, LLC, a Washington Limited Liability company as described in Auditor's File Number 4807596, Clark County Deed Records, and being a portion of the John Nye Donation Land Claim located in the Southwest one-quarter of Section 30, Township 2 North, Range 2 East of the Willamette Meridian, City of Vancouver, Clark County, Washington and being more particularly described as follows:

COMMENCING FROM the Westerly most corner of Lot 2 of that Short Plat recorded in Book 2, Page 243, Short Plat Records of Clark County, Washington;

Thence North 33°07'37" West, along the Westerly line of said Parcel II (also being the easterly right-of-way line of MacArthur Boulevard), 391.83 feet to the Westerly-most corner of said Parcel II;

Thence North 36°11'55" East, along the Northerly line of said Parcel II, 19.29 feet to an angle point;

Thence North 38°22'29" East, continuing along said Northerly line, 49.24 feet to the TRUE POINT OF BEGINNING of the herein described property acquisition;

Thence North 38°22'29" East, continuing along said Northerly line, 13.62 feet to an angle point;

Thence North 20°37'49" East, continuing along said Northerly line, 98.36 feet to the Northerly most corner of said Parcel II;

Thence South 33°07'37" East, along the Easterly line of said Parcel II (said line being parallel with, when measured perpendicular to the Westerly line of said Parcel II), 63.89 feet to a point;

Thence South 57°45'27" West, along the Northerly line of a proposed right-of-way acquisition, 92.25 feet to the TRUE POINT OF BEGINNING.

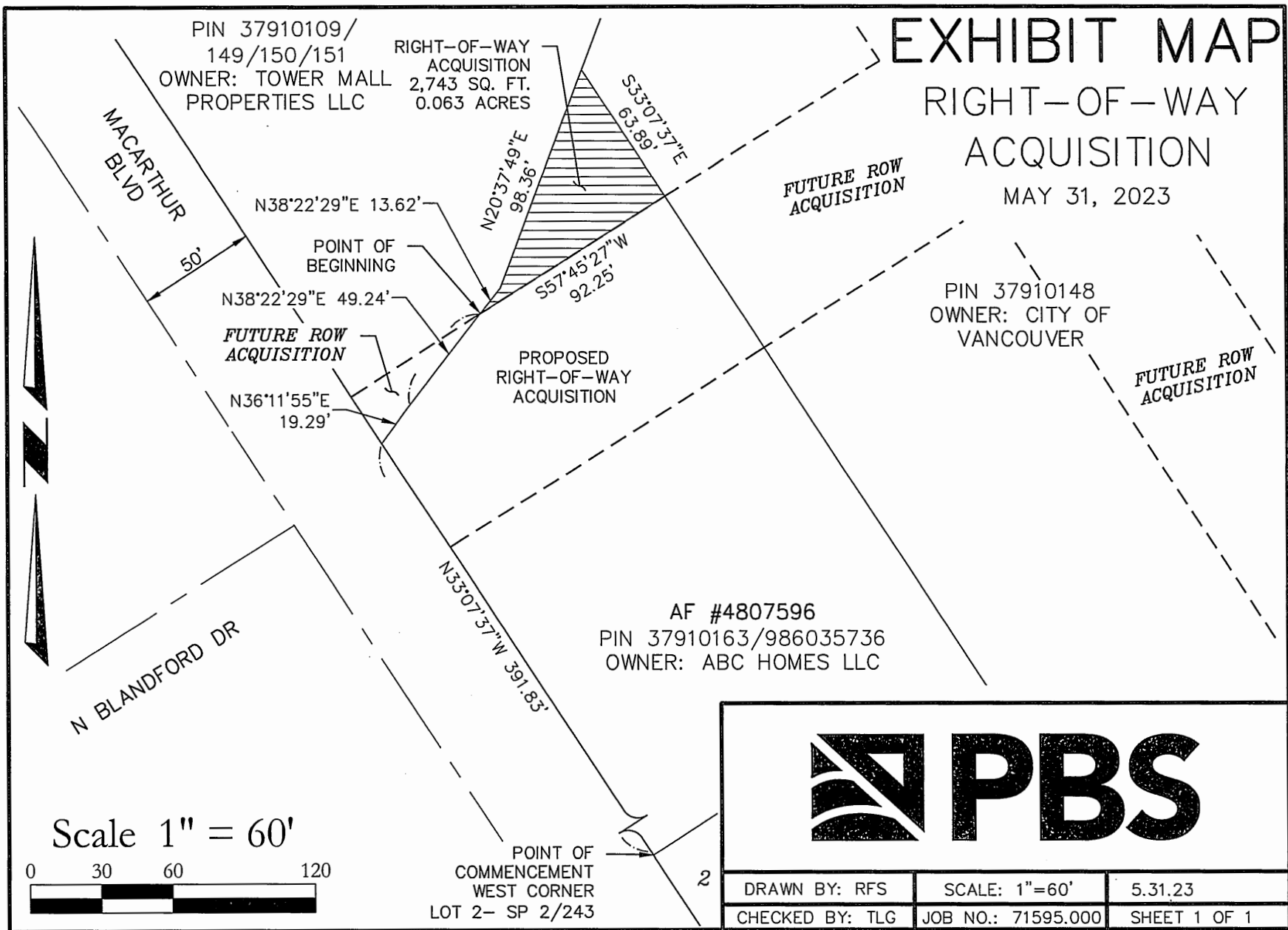
Contains in all 2,743 square feet, more or less.

Together with and/or subject to easements of record as applicable.

See Exhibit Map attached hereto



5.31.23





ABC Homes LLC right-of-way acquisition
Legal Description

Being a portion of Parcel II conveyed to ABC Homes, LLC, a Washington Limited Liability company as described in Auditor's File Number 4807596, Clark County Deed Records, and being a portion of the John Nye Donation Land Claim located in the Southwest one-quarter of Section 30, Township 2 North, Range 2 East of the Willamette Meridian, City of Vancouver, Clark County, Washington and being more particularly described as follows:

COMMENCING FROM the Westerly most corner of Lot 2 of that Short Plat recorded in Book 2, Page 243, Short Plat Records of Clark County, Washington;

Thence North $33^{\circ}07'37''$ West, along the Westerly line of said Parcel II (also being the easterly right-of-way line of MacArthur Boulevard), 339.25 feet to the TRUE POINT OF BEGINNING of the herein described right-of-way acquisition;

Thence continuing North $33^{\circ}07'37''$ West, along the Westerly line of said Parcel II, 52.58 feet to the Westerly-most corner of said Parcel II;

Thence North $36^{\circ}11'55''$ East, along the Northerly line of said parcel II, 19.29 feet to an angle point;

Thence North $38^{\circ}22'29''$ East, continuing along said Northerly line, 49.24 feet to a point;

Thence North $57^{\circ}45'27''$ East, 92.25 feet to a point on the Easterly line of said Parcel II;

Thence South $33^{\circ}07'37''$ East, along said Easterly line (said line being parallel with, when measured perpendicular to the Westerly line of said Parcel II), 76.01 feet to a point;

Thence South $57^{\circ}45'27''$ West, 157.01 feet to the TRUE POINT OF BEGINNING.

Contains in all 11,193 square feet, more or less.

Together with and/or subject to easements of record as applicable.

See Exhibit Map attached hereto



EXHIBIT MAP

RIGHT-OF-WAY ACQUISITION

MAY 31, 2023

PIN 37910148
OWNER: CITY OF
VANCOUVER

FUTURE ROW
ACQUISITION

FUTURE ROW
ACQUISITION

PIN 37910109/
149/150/151
OWNER: TOWER MALL
PROPERTIES LLC

MACARTHUR
BLVD

N38°22'29"E 49.24'
FUTURE ROW
ACQUISITION

N36°11'55"E 19.29'

N33°07'37"W 52.58'

POINT OF
BEGINNING

50'

N33°07'37"W 339.25'

POINT OF
COMMENCEMENT
WEST CORNER
LOT 2- SP 2/243

RIGHT-OF-WAY
ACQUISITION
11,193 SQ. FT.
0.257 ACRES

AF #4807596

PIN 37910163/986035736
OWNER: ABC HOMES LLC

N57°45'27"E 92.25'

S33°07'37"E 76.01'

S57°45'27"W 157.01'

N BLANDFORD DR

Scale 1" = 60'



DRAWN BY: RFS

SCALE: 1"=60'

5.31.23

CHECKED BY: TLG

JOB NO.: 71595.000

SHEET 1 OF 1

ABC Homes LLC right-of-way acquisition
Legal Description

Being a portion of Parcel II conveyed to ABC Homes, LLC, a Washington Limited Liability company as described in Auditor's File Number 4807596, Clark County Deed Records, and being a portion of the John Nye Donation Land Claim located in the Southwest one-quarter of Section 30, Township 2 North, Range 2 East of the Willamette Meridian, City of Vancouver, Clark County, Washington and being more particularly described as follows:

BEGINNING AT the Westerly most corner of Lot 2 of that Short Plat recorded in Book 2, Page 243, Short Plat Records of Clark County, Washington and the **TRUE POINT OF BEGINNING** of the herein described right-of-way acquisition;

Thence North 33°07'37" West, along the Westerly line of said Parcel II (also being the easterly right-of-way line of MacArthur Boulevard), 7.68 feet to a point;

Thence North 56°55'35" East, leaving said Westerly line, 156.99 feet to a point on the Easterly line of said Parcel II;

Thence South 33°07'37" East, along said Easterly line (said line being parallel with, when measured perpendicular to the Westerly line of said Parcel II), 7.46 feet to the northern most corner of Lot 2 of said Short Plat recorded in Book 2, Page 243;

Thence South 56°50'44" West, 156.99 feet to the **TRUE POINT OF BEGINNING**.

Contains in all 1,189 square feet, more or less.

Together with and/or subject to easements of record as applicable.

See Exhibit Map attached hereto

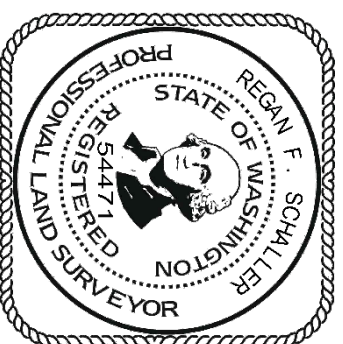


EXHIBIT MAP

RIGHT-OF-WAY ACQUISITION

AUGUST 31, 2023

AF #4807596
PIN 37910163/986035736
OWNER: ABC HOMES LLC

VARIES

FUTURE ROW
ACQUISITION

RIGHT-OF-WAY
ACQUISITION
1,189 SQ. FT.
XX ACRES

N56°55'35"E 156.99'
S56°50'44"W 156.99'

NORTHERLY LINE
LOT 2

N33°07'37"W
7.68'

POINT OF
BEGINNING
WESTERN
MOST CORNER
LOT 2- SP 2/243

50'

PIN 37910132
OWNER: DAWK
ENTERPRISES LLC

2

"SHORT PLAT
2-243"

Scale 1" = 60'



DRAWN BY: RFS

SCALE: 1"=40'

8.31.23

CHECKED BY: TLG

JOB NO.: 71595.000

SHEET 1 OF 1

EXHIBIT C
Parking Easement Area Legal Description and
Map



ABC Homes LLC/City of Vancouver
Parking Easement
Legal Description

Being a portion of that tract of land conveyed to the City of Vancouver as described in Auditor's File Number 5419742, Clark County Deed Records, and being a portion of the John Nye Donation Land Claim located in the Southwest one-quarter of Section 30, Township 2 North, Range 2 East of the Willamette Meridian, City of Vancouver, Clark County, Washington and being more particularly described as follows:

COMMENCING FROM the Northerly most corner of Lot 2 of that Short Plat recorded in Book 2, Page 243, Short Plat Records of Clark County, Washington;

Thence North 33°07'37" West, along the Westerly line described in said Auditor's File Number 5419742, 7.46 feet to the TRUE POINT OF BEGINNING of the herein described easement;

Thence continuing North 33°07'37" West along said Westerly line, 329.28 feet to a point on a proposed right-of-way line;

Thence North 57°45'27" East, along said proposed right-of-way line, 113.02 feet to an angle point;

Thence South 33°07'37" East, continuing along said proposed right-of-way line, 327.65 feet to an angle point;

Thence South 56°55'35" West, continuing along said proposed right-of-way line, 113.01 feet to the TRUE POINT OF BEGINNING.

Contains in all 37,120 square feet, more or less.

Together with and/or subject to easements of record as applicable.

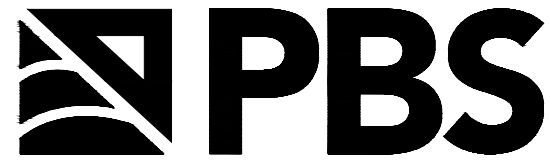
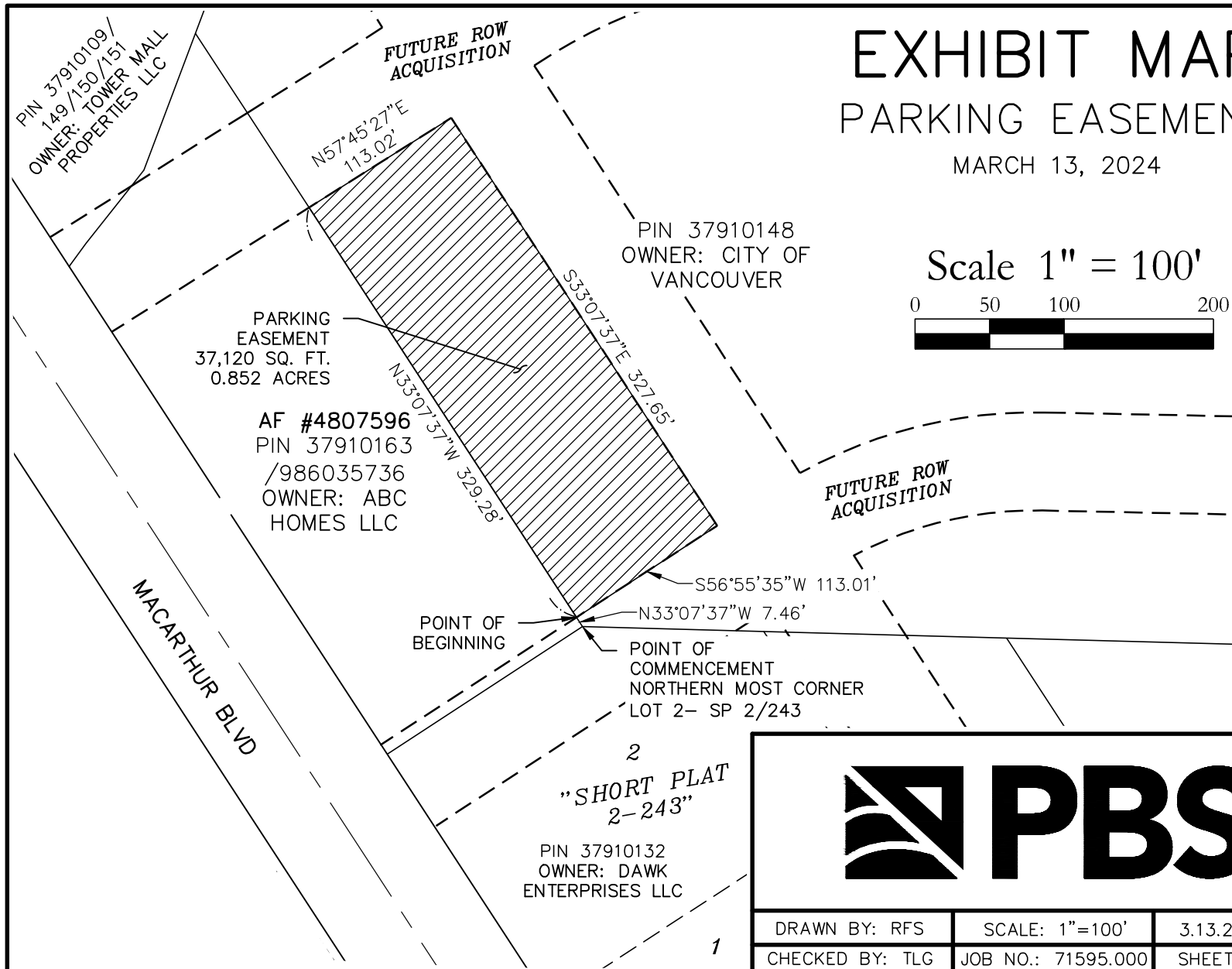
See Exhibit Map attached hereto

EXHIBIT MAP

PARKING EASEMENT

MARCH 13, 2024

Scale 1" = 100'



DRAWN BY: RFS	SCALE: 1"=100'	3.13.24
CHECKED BY: TLG	JOB NO.: 71595.000	SHEET 1 OF 1



ABC Homes, LLC, a Washington limited liability company
Attn: Justin Lawrence
1914 NW 112th Circle
Vancouver WA 98685

August 26, 2024

RE: Notice of Final Action on Condemnation of Real Property Located at 5300 MacArthur Blvd, Vancouver WA 98661

Dear Mr. Lawrence:

This letter is being sent via certified mail pursuant to RCW 8.25.290 to notify you that the Vancouver City Council will consider taking final action on an Ordinance to authorize, through the exercise of the City's eminent domain authority under Chapter 8.12 RCW, the acquisition of certain real property with the street address 5300 MacArthur Boulevard, Vancouver, WA 98661 as necessary to a public use and required for public benefit by condemnation upon payment of just compensation.

This action relates to the most recent property acquisition offer the City sent you through its right-of-way agent, CommonStreet Consulting, on July 18, 2024 and the property being considered for condemnation is identified in Exhibit B and property rights being considered for condemnation is identified in Exhibit C ("Property"), all of which are enclosed with this Notice.

The proposed Ordinance regarding the condemnation of the Property will be read for the first time by the City Council on **Monday, September 16, 2024 at 6:30pm**

during a public meeting held at City Hall, Council Chambers, 415 W 6th Street (2nd Floor), Vancouver, Washington, 98668.

If approved and set for hearing after the first reading, **City Council will hold a public hearing and take final action to adopt the Ordinance, authorizing commencement of legal proceedings to condemn the Property, on Monday, October 7, 2024 at 6:30pm,** during a public meeting held at City Hall, Council Chambers, 415 West 6th Street (2nd Floor), Vancouver, Washington, 98668.

You are encouraged to attend and comment on the proposed action.

Sincerely,

A handwritten signature in cursive script, appearing to read "Patrick Quinton".

Patrick Quinton, Economic Development Director
Economic Prosperity and Housing

cc: Eric Holmes, City Manager
Jonathan Young, City Attorney
Ryan Lopossa, Transportation Division Manager, Public Works

Enclosures:
Property Legal Descriptions and Exhibits

To: Mayor and City Council
From: City Manager
Date: September 16, 2024

Subject

Approval of Claim Vouchers

Action Requested

Approve claim vouchers for September 16, 2024.

Attachments:

1. September 16, 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:

\$ 3,811,037.31 this 16th day of September 2024.

MAYOR

Cyndi A. Turner
Digitally signed by Cyndi A. Turner
Date: 2024.09.09 16:41:16 -07'00'

AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
September 02, 2024 - September 08, 2024	Accounts Payable Checks (see attached)	\$ 3,314,647.70
September 02, 2024 - September 08, 2024	Hansen City Payments (see attached)	\$ 492,986.70
September 02, 2024 - September 08, 2024	Visa Refunds (see attached)	\$ 3,402.91
September 02, 2024 - September 08, 2024	Payroll Checks (see attached)	\$ -
TOTAL		\$ 3,811,037.31

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Ad Hoc Payment	Check	20862	9/4/2024	90.88	Anderson, Daniel or Michelle	Utility Refunds: 0000004488-01
Ad Hoc Payment	Check	20863	9/4/2024	35.66	Benitez, Kimberly or Luis	Utility Refunds: 0112000480-12
Ad Hoc Payment	Check	20864	9/4/2024	69.49	Bjorum, Christine	Utility Refunds: 0129001044-06
Ad Hoc Payment	Check	20865	9/4/2024	41.13	Blanchard, Robert	Utility Refunds: 0101001000-07
Ad Hoc Payment	Check	20866	9/4/2024	103.81	Campbell, Colin or Lars	Utility Refunds: 0138002558-03
Ad Hoc Payment	Check	20867	9/4/2024	232.54	Chalmers, Antoinette or David	Utility Refunds: 0125001500-04
Ad Hoc Payment	Check	20868	9/4/2024	8.68	Curl, Dawn or Jeffrey	Utility Refunds: 0099049845-04
Ad Hoc Payment	Check	20869	9/4/2024	276.00	Gannotskiy, Oksana or Aleksandr	Utility Refunds: 0118015170-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20870	9/4/2024	58.05	GFL Rentals LLC	Utility Refunds: 0500006204-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20871	9/4/2024	465.48	Hearst, Andrew or Amy	Utility Refunds: 0126000420-07 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20872	9/4/2024	2,097.00	Jackson, Kathie E	Utility Refunds: 0031029500-05
Ad Hoc Payment	Check	20873	9/4/2024	134.42	Javier Torres or Kili Montenegro	Utility Refunds: 0500003821-02
Ad Hoc Payment	Check	20874	9/4/2024	219.82	Katzer, Lizette	Utility Refunds: 0137001600-01
Ad Hoc Payment	Check	20875	9/4/2024	119.80	Lessard, Matthew	Utility Refunds: 0115002285-01
Ad Hoc Payment	Check	20876	9/4/2024	196.51	LGI Homes Group, LLC	Utility Refunds: 0500006299-01
Ad Hoc Payment	Check	20877	9/4/2024	96.99	LGI Homes Group Llc	Utility Refunds: 0500006452-01
Ad Hoc Payment	Check	20878	9/4/2024	103.21	LGI Homes-Washington LLC	Utility Refunds: 0500006302-01
Ad Hoc Payment	Check	20879	9/4/2024	70.25	Nicholas Harrison or Javier Contreras Gaillard	Utility Refunds: 0141000034-03
Ad Hoc Payment	Check	20880	9/4/2024	83.71	OD Labs Property	Utility Refunds: 0116615040-02
Ad Hoc Payment	Check	20881	9/4/2024	52.85	Oviatt, Steven or Mandah	Utility Refunds: 0115025032-06
Ad Hoc Payment	Check	20882	9/4/2024	26.13	Prasarttongsoth, Pete or Nichapa	Utility Refunds: 0131000112-02
Ad Hoc Payment	Check	20883	9/4/2024	115.85	Pratt, Marilyn or Robert	Utility Refunds: 0111021008-05
Ad Hoc Payment	Check	20884	9/4/2024	179.00	Scurrah, Christine or Cherise	Utility Refunds: 0106082832-07
Ad Hoc Payment	Check	20885	9/4/2024	60.08	Shugert, Mark	Utility Refunds: 0106010295-03
Ad Hoc Payment	Check	20886	9/4/2024	252.07	Spitznass, Nancy	Utility Refunds: 0101000806-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20887	9/4/2024	166.20	Sutliff, Aaron	Utility Refunds: 0011003000-21 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20888	9/4/2024	119.96	Teuscher, Joan	Utility Refunds: 0103003370-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20889	9/4/2024	231.00	The Veja Trust	Utility Refunds: 0500002831-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20890	9/4/2024	100.24	Vancouver Housing Authority	Utility Refunds: 0116029800-17
Ad Hoc Payment	Check	20891	9/4/2024	304.90	Westmont, Amanda or Sean	Utility Refunds: 0101010016-07
Ad Hoc Payment	Check	20892	9/4/2024	108.56	Witteman, Vera J	Utility Refunds: 0109003612-01
Ad Hoc Payment	Check	20893	9/4/2024	312.05	Yang, Yi-Shan Guo or Hual-Sheng	Utility Refunds: 0135005085-02
Miscellaneous Payment	Check	20894	9/4/2024	100.00	Anna Marie Becker-Hoover	Treefund for Refund
Miscellaneous Payment	Check	20895	9/4/2024	57.00	BBSI	Refund duplicate payment to INV #77067625
Miscellaneous Payment	Check	20896	9/4/2024	42.00	Bruce Wiedemann	05.31.24 Overpayment
Miscellaneous Payment	Check	20897	9/4/2024	12,562.29	Clog Pro	Dale R Mendenhall (10516 & 10518 NE 10th St) Invoice # 18274621

INVOICE PAYMENTS REPORT

Miscellaneous Payment	Check	20898	9/4/2024	100.00	Father Blanchet Park Neighborhood Association	2024 Resource Conservation Challenge
Miscellaneous Payment	Check	20899	9/4/2024	91.00	Gardenview Estates	Refund of duplicate payment to INV#77067457
Miscellaneous Payment	Check	20900	9/4/2024	134.19	Jace B. Schumacher	Refund parking permit no longer needed
Miscellaneous Payment	Check	20901	9/4/2024	57.00	JDS DEVELOPMENT WASHINGTON, LLC	Refund duplicate payment to INV#77065516
Miscellaneous Payment	Check	20902	9/4/2024	182.00	Pye-Barker Fire and Safety LLC	Refund triplicate payment to INV#77067403
Miscellaneous Payment	Check	20903	9/4/2024	100.00	Richard Jessup	Refund duplicate payment to INV# 77067513
Miscellaneous Payment	Check	20904	9/4/2024	715.44	Sean LeBle'	CLAIM PAYMENT - DOI: 07/10/2024 - RISK
Miscellaneous Payment	Check	20905	9/4/2024	100.00	Vancouver Highlands Neighborhood Association	2024 Resource Conservation Challenge
Supplier Payment	Check	20906	9/4/2024	1,873.35	Able Fence Company Inc	
Supplier Payment	Check	20907	9/4/2024	4,050.00	Action Onsite Inc	
Supplier Payment	Check	20908	9/4/2024	9,685.08	AL VAN EQUIP NW INC	
Supplier Payment	Check	20909	9/4/2024	136.00	American Sani-Can	
Supplier Payment	Check	20910	9/4/2024	9,990.34	AT & T Mobility National Accounts LLC	
Supplier Payment	Check	20911	9/4/2024	1,081.57	Bounce-N-Battle LLC	
Supplier Payment	Check	20912	9/4/2024	275.00	Bretley Christie	
Supplier Payment	Check	20913	9/4/2024	608.72	Cascade Signal Corporation	
Supplier Payment	Check	20914	9/4/2024	75.00	Cellco Partnership - Remit- To: Cellco - NJ	
Supplier Payment	Check	20915	9/4/2024	9,860.00	Century West Engineering Corp	
Supplier Payment	Check	20916	9/4/2024	75.00	Cheyonna Lewis	
Supplier Payment	Check	20917	9/4/2024	541.32	Chicago Title Company of WA	
Supplier Payment	Check	20918	9/4/2024	884.00	Clark County - Remit-To: Clark County - Sheriff	
Supplier Payment	Check	20919	9/4/2024	200.00	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	20920	9/4/2024	268.00	Dex Media West	
Supplier Payment	Check	20921	9/4/2024	3,898.75	FFA Architecture and Interiors, Inc	
Supplier Payment	Check	20922	9/4/2024	652.20	Fidelity National Title Co of Washington	
Supplier Payment	Check	20923	9/4/2024	9,880.83	Finalcover LLC	
Supplier Payment	Check	20924	9/4/2024	5,420.52	GreenWorks, P.C.	
Supplier Payment	Check	20925	9/4/2024	375.04	J-2 Blueprint Supply Co.	
Supplier Payment	Check	20926	9/4/2024	14,706.47	KBT Distributing LLC	
Supplier Payment	Check	20927	9/4/2024	3,743.99	Kittelson & Associates Inc	
Supplier Payment	Check	20928	9/4/2024	179,220.94	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	20929	9/4/2024	681.60	LSW Architects PC	
Supplier Payment	Check	20930	9/4/2024	5,793.01	Mallory Safety & Supply LLC	
Supplier Payment	Check	20931	9/4/2024	1,230.00	Michael Miller	
Supplier Payment	Check	20932	9/4/2024	1,956.60	OPW Fuel Managment Systems, LLC	
Supplier Payment	Check	20933	9/4/2024	30,527.02	Parametrix, Inc	
Supplier Payment	Check	20934	9/4/2024	3,990.00	Professional Development Academy, LLC	
Supplier Payment	Check	20935	9/4/2024	1,331.22	RH2 Engineering, Inc.	
Supplier Payment	Check	20936	9/4/2024	3,043.60	Safe Software	
Supplier Payment	Check	20937	9/4/2024	3,344.98	SeaWestern Inc	
Supplier Payment	Check	20938	9/4/2024	5,006.07	Shrums Pest Control	
Supplier Payment	Check	20939	9/4/2024	30,949.02	Software House International SHI - Remit- To: SHI - Dallas	
Supplier Payment	Check	20940	9/4/2024	2,400.00	Sonar Insights, LLC	
Supplier Payment	Check	20941	9/4/2024	21,326.40	Specialty Rents & Events	
Supplier Payment	Check	20942	9/4/2024	16,541.83	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	20943	9/4/2024	53.09	State of Washington Department of Transportation	
Supplier Payment	Check	20944	9/4/2024	14.03	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	20945	9/4/2024	777.21	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	20946	9/4/2024	71,077.01	TCF Architecture, PLLC	
Supplier Payment	Check	20947	9/4/2024	2,140.00	Terraphase Engineering Inc	
Supplier Payment	Check	20948	9/4/2024	2,775.23	United States Department of Agriculture - Remit-To: USDA APHIS - St Louis	
Supplier Payment	Check	20949	9/4/2024	4,563.21	Univar Solutions USA Inc - Remit-To: Supplier Univar Solutions USA Inc	
Supplier Payment	Check	20950	9/4/2024	16,000.64	Valmont Industries Inc.	
Supplier Payment	Check	20951	9/4/2024	29,658.80	Veritas Technologies LLC - Remit-To: Veritas Technologies LLC	
Supplier Payment	Check	20952	9/4/2024	215.66	Vestis Group, Inc - Remit- To: Vestis - Pasadena	

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

INVOICE PAYMENTS REPORT

Supplier Payment	Check	20953	9/4/2024	978.36	W.B. Sprague Co. Inc.	
Supplier Payment	Check	20954	9/4/2024	117.70	Walter E Nelson Company	
Supplier Payment	Check	20955	9/4/2024	1,200.00	Washington Association of Municipal Attorneys	
Supplier Payment	Check	20956	9/4/2024	8,965.70	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
			Check	544,933.35		
Expense Payment	Direct Deposit	EFT-00261258	9/5/2024	75.87	Bryan Edmiston	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00261259	9/5/2024	9.58	Hailey Heath	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00261260	9/5/2024	389.37	Lon Pluckhahn	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00261261	9/5/2024	102.00	Blaine Walsh	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00261262	9/5/2024	55.50	Alisha Lakin	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00261263	9/5/2024	447.06	Geraldene Moyle	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00261264	9/5/2024	259.00	Catherine Morey	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00261265	9/5/2024	194.25	Michael Whitney	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00261266	9/5/2024	187.50	Kristin Smith	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00261267	9/5/2024	126.25	Erica Nilsen	Travel Advance
Expense Payment	Direct Deposit	EFT-00261268	9/5/2024	12.75	Timmi Winther	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00261269	9/5/2024	177.00	Darin Viar	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00261270	9/5/2024	55.50	Olga Dacy	Travel Advance
Expense Payment	Direct Deposit	EFT-00261271	9/5/2024	168.44	Anne McEnerny-Ogle	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00261272	9/5/2024	311.50	Saray Farias-Pulido	Travel Advance
Expense Payment	Direct Deposit	EFT-00261273	9/5/2024	268.00	Shannon Turk	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00261274	9/5/2024	512.45	Ann Hawkins	Travel Advance
Expense Payment	Direct Deposit	EFT-00261275	9/5/2024	234.45	Jim Bullinger	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00261276	9/5/2024	197.50	Nikki Guillot	Travel Advance
Expense Payment	Direct Deposit	EFT-00261277	9/5/2024	245.00	James Allen	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00261278	9/5/2024	276.50	Amanda Trygg	Travel Advance
Expense Payment	Direct Deposit	EFT-00261279	9/5/2024	39.98	Chad Dammarell	Employee Reimbursement
			Direct Deposit	4,345.45		
Supplier Payment	EFT	EFT-00261280	9/5/2024	1,002.75	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	EFT	EFT-00261281	9/5/2024	10,068.48	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00261282	9/5/2024	23,749.80	YWCA Clark County	
Supplier Payment	EFT	EFT-00261283	9/5/2024	16,604.35	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00261284	9/5/2024	804.38	Power Systems West	
Supplier Payment	EFT	EFT-00261285	9/5/2024	29,857.44	Western Water Works Supply Co Inc	
Supplier Payment	EFT	EFT-00261286	9/5/2024	278,721.23	Share	
Supplier Payment	EFT	EFT-00261287	9/5/2024	6,355.62	J & J Roofing and Construction	
Supplier Payment	EFT	EFT-00261288	9/5/2024	264,695.39	Consolidated Electrical Distribution	
Supplier Payment	EFT	EFT-00261289	9/5/2024	950.00	Greater Vancouver Chamber of Commerce	
Supplier Payment	EFT	EFT-00261290	9/5/2024	294,261.26	Halme Excavating Inc	
Supplier Payment	EFT	EFT-00261291	9/5/2024	6,312.05	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00261292	9/5/2024	1,483.24	State of Washington Consolidated Technology Services	
Supplier Payment	EFT	EFT-00261293	9/5/2024	7,071.67	Whitney Equipment Company Inc	
Supplier Payment	EFT	EFT-00261294	9/5/2024	4,219.70	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00261295	9/5/2024	26,825.07	Metereaders LLC	
Supplier Payment	EFT	EFT-00261296	9/5/2024	75,000.00	Second Step Housing	
Supplier Payment	EFT	EFT-00261297	9/5/2024	19,995.30	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00261298	9/5/2024	156.12	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00261299	9/5/2024	4,566.28	Tapani Inc	
Supplier Payment	EFT	EFT-00261300	9/5/2024	780.00	Sharon Rice	
Supplier Payment	EFT	EFT-00261301	9/5/2024	24,721.62	Operations Management International Inc	
Supplier Payment	EFT	EFT-00261302	9/5/2024	1,575.93	Pitney Bowes Inc	
Supplier Payment	EFT	EFT-00261303	9/5/2024	12,500.00	Vancouver Downtown Association	
Supplier Payment	EFT	EFT-00261304	9/5/2024	637.20	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00261305	9/5/2024	75.00	Amy Lynn Roark	
Supplier Payment	EFT	EFT-00261306	9/5/2024	8,081.50	OAC Services, Inc.	
Supplier Payment	EFT	EFT-00261307	9/5/2024	84,011.75	Thrive2Survive	
Supplier Payment	EFT	EFT-00261308	9/5/2024	8,328.56	Wapiti NW LLC	
Supplier Payment	EFT	EFT-00261309	9/5/2024	880.21	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00261310	9/5/2024	6,375.00	JCI Jones Chemicals, Inc.	
Supplier Payment	EFT	EFT-00261311	9/5/2024	2,500.00	Economic Consultants Oregon Ltd	
Supplier Payment	EFT	EFT-00261312	9/5/2024	1,108.26	Evergreen Orchards LLC	
Supplier Payment	EFT	EFT-00261313	9/5/2024	10,320.52	Pacific Landscape Services Inc	
Supplier Payment	EFT	EFT-00261314	9/5/2024	800.00	Rotschy Inc	
			EFT	1,235,395.68		
Supplier Payment	Manual Wire		9/1/2024	14,737.35	Global Payments Inc	
Supplier Payment	Manual Wire		9/3/2024	2,987.90	Internal Revenue Service	
Supplier Payment	Manual Wire		9/4/2024	24,125.22	United States Postal Service	
Supplier Payment	Manual Wire		9/4/2024	215,800.58	Western States Health & Welfare Trust	

INVOICE PAYMENTS REPORT

Supplier Payment	Manual Wire		9/4/2024	605,429.00	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		9/4/2024	115,122.56	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		9/4/2024	61,659.92	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire		9/5/2024	17,672.14	Washington Dental Service	
Supplier Payment	Manual Wire		9/5/2024	472,438.55	Blue Cross Blue Shield of Oregon	
			Manual Wire	1,529,973.22		
			Checks	544,933.35		
			Direct Deposit	4,345.45		
			EFT	1,235,395.68		
			9/9/2024	492,986.70	City Payments	Posted 09-02-24 to 09-08-24
			Hansen Total	492,986.70		
			9/9/2024	2,312.06	Miscellaneous	Parks Class Refunds FCC 09-02-24 to 09-08-24
			9/9/2024	1,090.85	Miscellaneous	Parks Class Refunds MCC 09-02-24 to 09-08-24
			VISA Total	3,402.91		
			Payroll Total	0.00		
			GRAND TOTAL	3,811,037.31		

City of Vancouver
Payroll Council Report
September 02, 2024 - September 08, 2024

Check No.	Date	Explanation	Amount
		No payroll this period	

\$ -

Staff Report: 192-24

To: Mayor and City Council
From: City Manager
Date: September 16, 2024

Subject

2023 U.S. Department of Housing and Urban Development (HUD) Consolidated Annual Performance Evaluation Report (CAPER) and 2022 Substantial Amendment

Key Points

- The 2023 Consolidated Annual Performance Evaluation Report (CAPER) provides an opportunity for public review and comment regarding the use of U.S. Department of Housing and Urban Development (HUD) funds.
- This report to HUD outlines resources, expenditures, and accomplishments through the City's Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funding during Program Year 2023: July 1, 2023 – June 30, 2024.

Strategic Plan Alignment

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

Economic Opportunity – a place where a wide variety of businesses of all sizes grow and thrive

Present Situation

The City of Vancouver receives federal CDBG and HOME funding as an annual entitlement through HUD. As part of the funding requirements, the city must submit an annual performance report following each program year (July 1 through June 30).

The CAPER provides an overview of expenditures and accomplishments for CDBG and HOME programs. Each CAPER is one-year snapshot that measures the City's progress towards meeting goals, objectives, and priorities identified in the 5-Year Consolidated Plan.

The 2023 CAPER marks 25 years for the City as a CDBG entitlement city and 15 years as a HOME participating jurisdiction. It is also the final, fifth year of reporting under the 2019-2023 Consolidated Plan. The City's CDBG and HOME programs strive to provide a coordinated approach to addressing community needs. The Economic Prosperity and Housing Department (EPH) collaborates with other city departments as well as many nonprofit service providers.

During the 2023 program year, Vancouver expended a total of \$4,430,614 in federal funding. This consists of \$3,458,610 in CDBG funds, \$195,639 in CDBG-CV CARES Act funding, \$457,776 in HOME funding and \$318,588.32 in HOME ARP funding. These funds went to programs focused on local needs that meet national objectives, goals, and outcomes for the CDBG and HOME programs. Recipients of program funding are people and families with low to moderate income. In 2023, a family of four with moderate income earns \$90,200 or less annually (80% of the area median income), while a family of four with low income earns \$56,400 or less annually (50% of area median income).

The following table is a summary of outcomes achieved with CDBG and HOME funding during the 2023 program year:

Goal	Number Assisted
Increase and Preserve Affordable Homeownership	11 households
Increase Affordable Housing – Rental Assistance	48 households
Increase Economic Opportunity	184 businesses
Public Services for People with Very Low Income	4,059 people
Supportive Services for People Experiencing Homelessness	539 households
Access to Community Facilities Serving People with Low Income	6,359 people

Advantage(s)

- CAPER submission ensures programs remain in compliance with the federal regulations so the City's CDBG and HOME programs can continue to receive and allocate federal entitlement funds.
- Publication of the CAPER provides an opportunity for public review and comment.

Challenge(s)

None

Budget Impact

None

Prior Council Review

May 8, 2023: 2023 CDBG and HOME Action Plan Approval

Action Requested

- Following a public hearing, approve the 2023 CAPER report for submission to the HUD Region Ten Office for approval.
- Approve the reallocation of 2022 CDBG funds from Section 108 loan repayment to Homeowner Rehabilitation Program.

Staff Contact

Ann Hawkins, Associate Project Coordinator, Ann.Hawkins@cityofvancouver.us

Attachments:

1. Presentation for 2023 CAPER 2022 AP Amendment
2. 2023 CAPER Draft for Public Comment



CITY OF
Vancouver
WASHINGTON

2023 Consolidated Annual Performance and Evaluation Report (CAPER)

Tasha Slater, Associate Housing Program Coordinator
Ann Hawkins, Associate Housing Program Coordinator
September 16, 2024

CAPER Overview



Report Purpose



Expenditures



Outcomes

2019-2023 Five-Year Consolidated Plan

Needs
Assessment

Market Analysis

Community
Participation



Strategic Plan

Strategies and Goals for 5-Years



Annual Action Plan

CDBG and HOME activities funded during program year



Annual CAPER

Outcomes achieved in previous program year

HUD Program Plans and Reports for CDBG & HOME



July 1 – June 30 Program Year Cycle



5-Year Plan Goals



**Increase & Preserve
Affordable Housing**



**Public
Service**



**Increase Economic
Opportunity**



**Public
Facilities**



CDBG and CDBG CV Expenditures



• Public Facilities	\$1,759,851
• Affordable Housing	\$688,322
• Public Services	\$441,128
• Administration	\$388,660
• Business Assistance	\$376,287
• Total Spent	\$3,654,249





HOME Expenditures

Rental Assistance	\$371,047
Administration	\$86,729
Total Spent	\$457,776



Affordable Housing Outcomes

Households Served	Program Services
7	Homeowner rehabilitation
4	First-time homebuyer
48	Tenant-based Rental Assistance with case management
59	Total Assisted





Public Service Outcomes

People Served	Program Services
3,101	Homelessness assistance such as outreach, diversion, case management
958	Other assistance such as youth programs, mediation, recovery mentorship
4,059	Total Assisted





Economic Development

- 184 Microenterprises assisted in starting or growing their business

Public Facilities Outcomes



Two 2023 projects completed

- Fourth Plain Commons
- Family Solutions Health Center

One 2023 project still underway

- Council for the Homeless Acquisition

6,359 people benefit





HOME-ARP

Homeless Supportive Services

Funding	Program Services
\$239,936	Homeless Supportive Services such as Outreach and Legal Assistance
\$78,652	Program Administration
\$318,588	Total HOME-ARP

Housing Services Outcomes:

- **539 people assisted**





2022 Action Plan Substantial Amendment

- In 2022, \$300,000 in CDBG funding was set aside for a Section 108 loan payment for Fourth Plain Commons. Due to delays, the initial payment will be due August 2025. These reserved funds plan to be repurposed to Homeowner Rehabilitation.



Thank You

Questions and Discussion



Public Comment



2023 Consolidated Annual Performance Evaluation Report

U.S. Department of Housing and Urban Development
CDBG & HOME Funding: July 1, 2023 – June 30, 2024



Economic Prosperity & Housing Department

September 2024

CAPER

DRAFT

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INTRODUCTION

The City of Vancouver is pleased to present its 2023 Consolidated Annual Performance and Evaluation Report (CAPER) for the U.S. Department of Housing and Urban Development (HUD). This report provides a comprehensive evaluation of the City's progress toward meeting the goals and objectives outlined in the 2019-2023 Consolidated Plan, detailing how federal funds were utilized to address housing and community development needs throughout the program year.

In 2023, Vancouver continued to build upon its commitment to enhancing the quality of life for all residents by investing in affordable housing, supporting community development initiatives, and fostering economic opportunities. This CAPER reflects ongoing efforts to promote equity, inclusion, and sustainability, while also addressing emerging challenges and priorities within our diverse and vibrant community.

This report provides a snapshot of the achievements and challenges encountered over the past year, underscoring the City's dedication to transparency and accountability in the administration of federal HUD resources. Vancouver remains steadfast in its mission to create a more equitable and thriving city, guided by the insights and outcomes presented in this report.

This report layout and information provided is determined by HUD and this report will be submitted through the Integrated Disbursement and Information System (IDIS), which dictates the formatting and structure.

These funds and programs are overseen by City of Vancouver's Housing Team:

Bryan Monroe, Associate Housing Coordinator
Hayley Woodbridge, Associate Housing Coordinator
Tasha Slater, Associate Housing Coordinator
Ann Hawkins, Associate Housing Coordinator
Justin Ventura, Housing Rehabilitation Specialist
Samantha Whitley, Housing Programs Manager

With support and direction from the Economic Prosperity & Housing Department:

Patrick Quinton, Economic Development Director
Chris Harder, Deputy Economic Development Director
Andrew Westlund, Financial Analyst
Kimberly Kerlee, Senior Support Specialist

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

The City of Vancouver Community Development Block Grant (CDBG) and the HOME Investment Partnerships (HOME) programs strive to provide a coordinated approach to addressing community needs. The programs are administered by the Economic Prosperity & Housing (EPH) Department, which partners with internal city departments, Clark County, Vancouver Housing Authority, and many other nonprofit agencies to carry out these activities. This 2023 CAPER represents the final year in the 2019-2023 City of Vancouver Consolidated Plan.

Over the course of this five-year plan, the City was greatly impacted by Coronavirus. Despite this two-year economic slowdown, the City was able to exceed several of its predicted outcomes outlined in the plan by assisting 971 microenterprise businesses and 21,890 community members with improved public facilities. Single-family homeownership was reported in two categories (Assistance to Homebuyers and Homeowner Housing Added) and assisted 12 households, more than the 10 initially anticipated in total. Due to changes in the application parameters, outcome numbers for Public Service activities were overstated in 2019, however a total of 14,066 community members were assisted with Public Services.

In program year (PY) 2023 (July 1, 2023 - June 30, 2024), City of Vancouver expended \$3,458,610 in CDBG funds, \$195,639 in CDBG-CV funding for Coronavirus response, and \$457,776 in HOME funds. At the end of July, after the close of the program year, the City closed on Fourth Plain Commons, expending an additional \$4,199,000 in Section 108 loan funding, from the CDBG Program.

In addition to HOME and CDBG funding, the City of Vancouver used local funding created through a voter-approved levy to construct and preserve affordable housing and provide emergency shelter and rental assistance for households with very low income. This Affordable Housing Fund (AHF) levy provided six million dollars per year for seven years from 2017 – 2023, to benefit households earning 50% or less of area median income (AMI). In early 2023, a renewal and levy increase was approved by Vancouver voters in a special election. The AHF levy will collect \$10 million per year, over a ten-year term starting in January 2024.

In PY 2023, the City paid \$274,848.75 toward its Section 108 loan for the waterfront access project, which now has a principal balance of \$1,345,000. The City has a second Section 108 loan for the Fourth Plain Commons Community Center project. The project has been completely drawn and payments will begin in 2025.

In 2023, the goals and outcomes of the City's programs continued to be impacted by recovery from Coronavirus with steep inflation, increased cost of labor and materials, and increased interest rates for financing. Many of the City's CDBG and HOME-supported projects continued to see lower outcomes compared to pre-pandemic outcomes as organizations adjust to pandemic-related complications from higher cost of living. The City continued to support its most

vulnerable residents during this time.

The following provides a summary of the accomplishments and people assisted with CDBG and HOME funds during the 2023 program year including activities with funding from prior years.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Goal	Indicator	Unit	Expected 5-Year Outcomes	Actual 5-Year Outcomes	Percent Complete	Expected PY 2023	Actual PY 2023	Percent Complete PY 2023
Increase Affordable Housing	Rental Units Added	Housing Unit	165	156	95%	0	0	N/A
	Homeowner Housing Added	Housing Unit	10	4	40%	13	0	0%
	Assistance to Homebuyers	Housing Unit	8	4	50%	15	4	27%
	Rental Units Rehabilitated*	Housing Unit	0	34	*	0	0	
	Homeowner Housing Rehabilitated	Households Assisted	50	32	64%	10	7	70%
	Tenant-Based Rental Assistance	Households Assisted	532	313	59%	46	48	104%
Strengthen Public Service	Public Service Activities other than Housing	Persons Assisted	35,318	14,605	41%	4,830	4,598	95%
Provide Economic Opportunity	Businesses Assisted	Businesses Assisted	150	971	647%	192	184	96%
Improve Public Facilities	Public Facility or Infrastructure	Persons Assisted	12,275	21,890	178%	1,500	6,359	424%
*Outcomes indicators not listed in 2019-2023 ConPlan but with outcomes achieved								

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The 2019-2023 Consolidated Planning cycle faced unique challenges due to the pandemic, which had significant impacts on community needs and funding allocation. During this period, the City of Vancouver saw an enhancement in its CDBG resources with the addition of CDBG-CV

funds. This boost allowed the city to address the pressing needs arising from the pandemic more effectively.

The primary focus of Vancouver's efforts during this cycle has been on activities aimed at supporting individuals with low to moderate income, particularly those experiencing homelessness. The City uses CDBG and HOME funding to facilitate access to stable, affordable housing and economic growth. These federal funds have been directed towards various critical areas, including:

- **Affordable Housing:** Investments made to increase the availability and quality of affordable housing options.
- **Homeless Prevention:** Initiatives aimed at preventing homelessness and providing support to those at risk have been strengthened.
- **Economic Empowerment:** Support for small businesses has been a key area, helping to boost economic stability and growth within the community.

Overall, these activities are designed to provide essential resources and support to those in need, aligning with Vancouver's commitment to addressing and alleviating issues related to housing stability and economic security.

CR-10 - Racial and Ethnic composition of families assisted

**Describe the families assisted (including the racial and ethnic status of families assisted).
91.520(a)**

	CDBG	HOME
White	3,956	64
Black or African American	365	16
Asian	354	0
American Indian or American Native	142	4
Native Hawaiian or Other Pacific Islander	440	17
Total	5,257	101
Hispanic	282	15
Not Hispanic	4,975	86

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Beneficiary data is updated by City staff in IDIS as it is provided quarterly from partner agencies operating CDBG and HOME activities. The numbers in the table above, generated by HUD's IDIS system, continue to inaccurately reflect the individuals served throughout the program year. One discrepancy to note is that the race categories listed in HUD's reporting template do not include "Multi-racial" or "Other" races although this is reported in IDIS. Furthermore, CDBG-CV and HOME-ARP beneficiaries are not included in this table.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	\$1,653,358	\$3,458,610
HOME	public - federal	\$1,110,146	\$457,776
CDBG-CV	public - federal	N/A	\$195,639
HOME-ARP	public - federal	\$310,000	\$318,588

Table 3 - Resources Made Available

Narrative

Resources made available do not align with the amount expended because of overlapping program years and contract timelines. Funding spent in 2023 includes 2022 and 2021 entitlement funding, as well as CV funding from prior years. The Resources Made Available indicate only the 2023 entitlement funding amounts received directly from HUD and approximately 1/6 of the HOME-ARP funds, which have a six-year expenditure deadline.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
N/A			

Table 4 – Identify the geographic distribution and location of investments

Narrative

The City of Vancouver does not allocate funding on a geographic basis and all activities are provided within the city limits.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Vancouver assists partner agencies in applying for available funding to leverage other resources to implement housing strategies and programs. The City has established a network of partners from the private lending community, financial experts, and private and nonprofit housing developers and consultants who can provide technical expertise in packaging development proposals. The City of Vancouver has submitted letters of support and verification of consistency for partner agency project applications, which support the goals and objectives found in the City's Consolidated Plan.

The City's CDBG and HOME funding application process strongly encourages the leveraging of other funds by awarding points based on the percentage of committed matching funds.

The City's HOME program follows the requirements in 24 CFR 92.218. The current IDIS report PR33 shows a match liability of \$115,827 to meet the 25% matching requirement. Unfortunately, Vancouver did not see any construction projects apply for HOME funding in the 2023 program cycle. All HOME funding was awarded to tenant-based rental assistance (TBRA) programs, which include only moderate amounts of matching funds. Because of the City's ample excess match available, no additional HOME match will be documented this year, though it's noted that most TBRA programs do leverage other state and private funding in support of tenant needs and program operations.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	\$2,451,444
2. Match contributed during current Federal fiscal year	\$0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	\$2,451,444
4. Match liability for current Federal fiscal year	\$115,827
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	\$2,335,617

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date	Cash (non-Federal)	Foregone Taxes, Fees, Charges	Appraised Land/ Real Property	Required Infrastructure	Site Prep, Material, Donated labor	Bond Financing	Total Match
N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Table 6 – Match Contribution for the Federal Fiscal Year

Program Income				
Balance on hand at beginning of reporting period	Amount received during reporting period	Total amount expended during reporting period	Amount expended for TBRA	Balance on hand at end of reporting period
\$0.00	\$64,897.00	\$52,501.93	\$52,501.93	\$12,395.07

Table 7 – Program Income

HOME MBE/WBE report

Table 8 – Minority Business and Women Business Enterprises. Since HOME funding was only invested in tenant-based rental assistance, there are no Minority Business nor Women Business Enterprises contracts or dollar amounts to report for construction projects completed during the program year.

Table 8 – Minority Owners of Rental Property. Information is not collected about rental property owner demographics through the Tenant Based Rental Assistance programs, so there is no data to present for the Minority Owners of Rental Property table.

Table 10 – Relocation and Real Property Acquisition. During PY203, the Council for the Homeless acquired a new homeless service center and displaced one nonprofit organization. No other businesses nor households were displaced. The relocation expenses are being incurred and documented in Program Year 2024 and will be reported along with this project's accomplishments in next year's PY24 CAPER.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	46	48
Number of Non-Homeless households to be provided affordable housing units	37	4
Number of Special-Needs households to be provided affordable housing units	6	0
Total	83	52

Table 9 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	46	48
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	10	7
Number of households supported through Acquisition of Existing Units	27	0
Total	83	55

Table 10 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Vancouver and its program providers were unable to complete all projected housing goals for the 2023 program year. Inflation, labor and material shortages and lack of affordable housing continued to provide a huge challenge to households with lower income and the agencies serving them.

The development of new affordable housing units is a complex process that often extends beyond a single calendar year due to various stages including design, land use permitting, and construction. Although specific goals are set for each program year within an action plan, the completion of these projects may extend beyond that timeframe.

There are several factors that can influence this timeline. For instance, the number of housing units and the sources of funding might change between the approval of an action plan and the awarding of actual contracts. Additionally, developers might face delays due to pending tax

credit applications, state funding awards, or other variables such as shortages in materials or labor. These factors can all contribute to extended project timelines, impacting the overall pace of new affordable housing development.

Homeless households to be provided affordable housing units: The City of Vancouver operates its tenant-based rental assistance as rapid rehousing for households exiting homelessness. The 2023 Action Plan anticipated 46 TBRA beneficiaries. At the end of the 2023 program year, 48 households were assisted. Now that TBRA providers have adjusted to pandemic related complications, needs for 2023 were forecasted to be considerably higher than previous years. Since 2019, the goals and outcomes of the TBRA program have averaged 62 households per year.

Non-homeless households to be provided affordable housing units: Proud Ground, a land trust program focused on affordable homeownership, and Evergreen Habitat for Humanity anticipated serving 15 households during the program year and only achieved 4 new first-time homeowners purchasing an affordable home. While rising interest rates have led to a cooling of the housing market, they have also contributed to decreased affordability and availability. This has made it challenging for moderate-income homebuyers to find suitable homes.

Habitat for Humanity is in the process of qualifying new homebuyers for identified properties and anticipates closing on these homes within the next year. As a result, these achievements will be documented in the PY24 Consolidated Annual Performance and Evaluation Report.

Special Needs households to be provided affordable housing units: HOME funds were used to serve Special Needs households through rental assistance and case management support. Janus Youth and Lifeline Connections tailor their rental assistance to particular populations. In 2023, Janus Youth helped 18 youth households exit homelessness; Lifeline Connections assisted 6 households with rental assistance and substance use treatment.

Production of new units: No new construction units were awarded funding through the 2023 Action Plan. The CHDO Set-aside funding was planned to be awarded with the 2024 entitlement funding. The City continues to primarily use local Affordable Housing Fund (AHF) levy funding for new construction of affordable housing.

Rehabilitation of units: In 2023, a new Housing Rehabilitation Specialist enhanced engagement with local contractors, leading to an increased capacity to serve more households. Seven new rehabilitation projects were completed during the 2023 program year, with several currently underway.

The demand for the housing rehabilitation program remains high. In response, Vancouver has recently reallocated additional funds to address waiting lists and manage emergent repair needs more effectively. These measures aim to better meet community needs and improve program outcomes.

Discuss how these outcomes will impact future annual action plans.

Affordable housing remains a top priority for the City of Vancouver. To advance this goal, the City will continue to prioritize funding for affordable housing and rehabilitation projects. The renewal of the Affordable Housing Fund (AHF) levy will generate \$10 million annually over the next 10 years, extending through 2033. This local funding strategy is designed to streamline the development process and attract developers to apply for AHF funds.

By leveraging these local funds, the City reduces dependence on federal HOME funds, which come with complex requirements and can delay project timelines. The higher allocation provided by the AHF levy makes it a more attractive option for developers, facilitating faster and more efficient project completion. This approach accelerates the development of affordable housing and helps address the local need more effectively.

Currently AHF awards have totaled in excess of \$51.7 million dollars and have facilitated the addition of 1,453 affordable housing units.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	1	48
Low-income	5	0
Moderate-income	189	0
Total	195	48

Table 11 – Number of Households Served

Narrative Information

The City of Vancouver prioritizes services to households with low to moderate-income. Activities which require information on household income for program eligibility include some public service, business assistance, tenant based rental assistance, homeowner rehabilitation, homebuyer assistance and rental housing.

The numbers served in the CDBG column include 184 businesses that received assistance as well as four first-time homebuyers who received assistance to purchase an affordable home. Homeowners assisted through the rehabilitation program included one household with moderate income, one with extremely low income, and 5 households with low income. The HOME column reflects the TBRA households, who are exiting homelessness and earning less than 30% of area median income.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Vancouver's Homeless Assistance and Resource Team (HART) is staffed by six full-time employees from the City Manager's Office, Vancouver Police Department, Public Works and the City Attorney's Office. The HART Team provides extensive outreach and services to people living outside in the City of Vancouver. The HART Team also manages four Safe Stay sites, a Safe Park site, and is in the process of building a 150-bed Bridge Shelter to help move people off the street and access treatment if needed.

In addition to the HART Team, EPH supports several other programs that are working to reduce homelessness. Share, Janus Youth, Second Step Housing, Salvation Army and Lifeline Connections offer rental assistance programs and services for people experiencing homelessness. The Council for the Homeless (CFTH) is a close partner to the City, coordinating rental assistance, motel vouchers, homeless outreach and diversion assistance for people experiencing, or risk of homelessness. Additional organizations participate in a variety of outreach strategies to engage people who are homeless and connect them to needed resources and services. Along with CDBG and HOME, the City uses the local Affordable Housing Fund levy to prevent homelessness and support people experiencing homelessness.

CFTH is the coordinated entry provider for over 40 service providers to prevent and end homelessness. CFTH collaborates with service providers, government agencies, faith communities, educators, businesses and others to identify and implement solutions to homelessness. They operate the Housing Solutions Center, which includes the Housing Hotline, to help people access emergency shelter, housing assessments and rental assistance programs to prevent and end homelessness. They also provide navigation to other community resources, help with landlords, and community voicemail. CFTH administers the Homeless Management Information system (HMIS), which collects service data to monitor trends and evaluate strategies to address homelessness. They also coordinate the severe weather shelters.

CFTH coordinates the local countywide homelessness count known as the annual Point in Time (PIT) count. PIT provides a one-day snapshot of homelessness in the community and informs homeless trends and needs. This count is required by HUD and Washington state law.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Vancouver continues to support nonprofit organizations in the delivery of services and emergency and transitional housing. Council for the Homeless, Share, Janus Youth, Xchange, New Life Friends Church, Salvation Army, and Second Step Housing provide support services for shelters and transitional housing. Share operates a men's shelter, a women's shelter and a family shelter. Janus Youth operates a youth shelter and rental assistance programs as well as case management services. CFTH manages data in HMIS and assists people in finding emergency shelter and navigating access to other community resources. Salvation Army and Second Step Housing operate assistance and housing programs serving families and individuals.

Janus Youth Oak Bridge: Oak Bridge Youth Shelter is the only emergency shelter for youth ages 9-17 who have run away, are experiencing homelessness, are victims of sex-trafficking, or are at-risk on the streets of Vancouver. Oak Bridge is staffed as an 8-bed shelter with room for up to 11 youth based on community need and available staffing. Oak Bridge provides safe shelter, food, clothing, showers, laundry, and life-skills training. Case managers provide crisis intervention, work to clarify youth and family needs and identify resources in the community to provide ongoing support for both youth and family.

The City of Vancouver funded several tenant-based rental assistance providers including Share, Janus Youth, Lifeline Connections, and Second Step Housing. Housing case management services were also provided by these agencies. These programs served 48 households in 2023.

The City continues to use the Affordable Housing Fund (AHF) to provide funds for shelter and rental assistance. To date, the AHF has awarded \$4.8 million for shelter improvements and staffing costs and \$12.3 million for rental assistance. Since 2016, AHF funding has supported 450 total shelter beds and 1,921 families receiving rental assistance.

Helping individuals and families with low-income avoid becoming homeless, especially individuals and families who have extremely low-income and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

City of Vancouver staff participates in the Coalition of Service Providers, which is a consortium of nonprofit agencies, businesses, community groups, and government agencies, as well as those currently and formerly experiencing homelessness. The group identifies critical gaps in service, prioritizes needs and plans for solutions. Prevention, diversion, and discharge planning are included in the Clark County Homeless Action Plan.

Council for the Homeless' Housing Solutions Center and 211 info both help connect low-income individuals and families with multiple agencies providing housing, health, social services, employment, education, or youth needs.

Janus Youth uses their TBRA funding to help foster youth and other youth exiting facilities who are at risk of homelessness. Their programs are specifically focused on youth by providing emergency shelter, case management and TBRA.

Helping people who are homeless (especially those who are chronically homeless, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for individuals and families to exit homelessness to affordable housing, and preventing individuals and families who were recently homeless from becoming homeless again

In 2023, HUD awarded \$2,316,242 in 2023 Continuum of Care (CoC) funding to the projects listed below. All CoC projects benefit people experiencing homelessness.

Council for the Homeless – WA-508 CoC Planning (\$60,095): Planning, coordination, and support for the local continuum of care, point in time count, system performance reporting and annual continuum of care application.

Council for the Homeless – Coordinated Entry DV Project (\$134,115): Funding to integrate domestic violence resources and supports into the coordinated entry system.

Council for the Homeless - HMIS (\$100,602) (Homeless Management Information System): Program administers the Homeless Management Information System for all homeless service providers in Clark County. An additional \$51,700 was awarded for the HMIS Expansion Project.

Impact NW – Permanent Supportive Housing Program (\$237,428): Serves households that are chronically homeless through leasing assistance to provide stable housing for participants.

Janus Youth Programs – Connections (\$214,268): Permanent supportive housing program serving youth between the ages of 18 and 25 who have a disability and multiple complex needs.

Sea Mar CHC – The Way Home Too (\$376,320): Serves people with a disability who are chronically homeless and are high utilizers of psychiatric, medical, and other community system resources.

Share - Bridges to Housing (\$69,115): Program for individuals who are chronically homeless, have complex, high needs and are high utilizers of systems of care.

Share – Bridging the Gap (\$246,476): Program for individuals who are chronically homeless, have complex, high needs and are high utilizers of systems of care.

Share – Seniors PSH Program (\$120,326): Permanent supportive housing for seniors who have a disability and are chronically homeless.

Share – Step Forward (\$342,197): Serves adults who are chronically homeless, have complex needs and are high utilizers of systems of care.

Share- Story Street I & II (\$363,600): Permanent supportive housing through rental subsidies and case management for individuals and families who are experiencing homelessness and have high and complex needs.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The VHA owns and manages 1,335 subsidized units throughout Clark County including 212 Rental Assistance Demonstration (RAD) units, 203 Section 8 New Construction units, 424 VHA-owned Project-Based Voucher units, 307 nonprofit units, and 189 public housing units. VHA will continue efforts started in 2022 to transfer RAD subsidy from older housing stock to new development with the intent of selling the remaining original public housing units that were converted to RAD.

The VHA administers a total of 4,243 housing vouchers. These include project-based, tenant-based, VA supportive, family unification and disabled households special purpose vouchers. VHA will apply for additional rental vouchers from HUD as they become available.

Since 2012, the VHA has emphasized that subsidized housing is not the end goal for work-able families, but rather the first step toward self-sufficiency. Work-able individuals are those who are ages 18-62, not disabled, nor caring for a disabled family member. The VHA is providing access to community resources through its nonprofit affiliate Bridgeview and the Bridgeview Resource Center to prepare and equip individuals and families to move to self-sufficiency in the belief that, as families become self-reliant, precious subsidized housing resources then become available to other families in need. The Bridgeview Resource Center began operation in January 2019. Bridgeview connects families with a variety of resources for self-reliance. Bridgeview has developed relationships with more than 25 community agencies and organizations who provide education, employment and wellness services to clients who use the Resource Center. While one of the primary uses of the Resource Center is to serve subsidized housing residents, the center is open to all individuals in Vancouver for referral to resources available in the community. The Resource Center has four classrooms available for Bridgeview, VHA, and community partners to use for classes, resource events and job fairs.

Bridgeview operates the Family Self-Sufficiency program, which helps people living in subsidized housing access resources and learn skills to graduate from the program, receive savings that they built during the program to move into non-subsidized housing, and return their housing voucher. The VHA has participated in the Moving to Work (MTW) demonstration program since April 1999 under a contract with HUD. The VHA currently has 22 on-going MTW activities and anticipates serving 2,689 households in 2023 with public housing, Housing Choice Vouchers, and other programs. The MTW goals include 1) reducing cost and achieving greater effectiveness in Federal expenditures; 2) giving incentives to families with children where the head of household is working, seeking work, or preparing for work by participating in job training, educational programs, or employment programs ; and 3) households become economically self-sufficient and increase housing choices for families with low income.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The VHA has a Resident Advisory Board (RAB) that meets regularly. The RAB is a volunteer group of Public Housing residents and voucher program participants who reflect and represent the households assisted by the VHA. The RAB makes comments and recommendations to the VHA regarding matters of concern to all residents in the development of the Annual Plan and any significant changes to the Plan. The Annual Plan is a document VHA prepares for HUD that explains its plans for the coming year. It includes development of new housing, changes to rules, and budget plans.

To increase opportunities for affordable homeownership, VHA and local homeownership partners have recently launched the Clark County Affordable Homeownership Program. This partnership addresses the difficulties faced by first-time homebuyers entering the housing market — namely, the high median value of homes and lack of affordably priced inventory available for households earning less than 80% of the area median income.

VHA has entered into acquisition agreements with residential builders to construct homes for this program. The goal is to make homes priced below \$430,000 available to households receiving homebuyer training from nonprofits participating in the program. If a home is not sold within 30 days of the certificate of occupancy, VHA will purchase the home and retain ownership for up to 60 days. If the home is not sold to a homebuyer working with a nonprofit within an additional 60 days, VHA may opt to sell the unit on the open market.

The initial offering of new homes was released in the second quarter of 2024; homes constructed include single-family, townhomes and condos. Acquisition agreements for the program may be available for existing homes, including those requiring rehabilitation, as long as the home can be offered to program participants at an affordable cost.

Potential homebuyers must earn below 80% AMI, complete homebuyer preparation with one of the participating nonprofits, and qualify for a mortgage. The Clark County Affordable Homeownership Program has established a goal of 75% BIPOC household participation.

Actions taken to provide assistance to troubled PHAs

Not Applicable; the VHA is not a "troubled PHA."

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Vancouver's Economic Prosperity and Housing Department has been building a Housing Action Plan in partnership with other departments in the City. To meet demand, over the next 10 years, the City must build at least 2,500 new units per year, while currently averaging around 1,700 units. Included within this 2,500, the City needs 1,000 units of affordable housing and currently builds approximately 225 new affordable units each year. The Housing Action Plan has been developed through extensive research, collaboration, and data analysis. The tasks included in the plan identify a wide-ranging framework of action items that require the involvement and coordination of departments across the City.

The plan is organized in 7 categories:

- Land Use and Code
- Policies and Process
- Investment and Incentives
- Fees
- Innovation
- Advocacy
- Data Tracking

As part of this Housing Action Plan, the City updated its multifamily tax exemption (MFTE) program, both a development incentive and a unique opportunity for private developers to contribute to meeting affordable housing needs. Vancouver increased the number of MFTE target areas from 2 to 7 in July 2023. Other program updates include simplifying the public benefit negotiation by requiring a fee-in-lieu. This fee is a portion of the value of the property tax exemption over 8 years. The payment will be deposited into the Affordable Housing FIL Fund and will then be used toward new affordable units serving renters up to 60% AMI and/or owners up to 80% AMI.

Vancouver offers a reduction in development impact fees (Transportation and Park) for projects that agree that rental units will remain affordable to low-income households for at least 15 years, and owner-occupied units must be sold or leased only to low-income households for 10 years. Another waiver program under consideration is for affordable housing System Development Charges (SDCs). Vancouver received state CHIP funding to cover SDC costs for affordable developments and started discussing opportunities to continue SDC waivers or deferrals through City policy.

The City also has a policy that it will sponsor rezoning applications that include covenants

restricting land uses to affordable housing projects where 40% of units are affordable at 60% area median income. Applicants requesting rezoning will not have to pay approximately \$20,000 for a processing fee.

The municipal zoning code provides the following incentives for affordable housing:

- affordable housing projects in commercially zoned districts abutting high-capacity transit service provided that at least 40% of units are affordable to households at 60% AMI for at least 30 years.
- Housing projects devoted entirely to housing affordable to households earning 80% or lower AMI can get 50% higher densities than otherwise allowed in single-family zones and 100% in multi-family zones, provided it remains consistent with all other development standards.
- Developments with housing units affordable below 60% AMI receive a .25% decrease in the amount of on-site parking space required.
- Accessory dwelling unit regulations have been relaxed to allow more unit production. The main dwelling is no longer required to be occupied by the homeowner. This allows rental properties to add additional units.

City Comprehensive Plan:

The Comprehensive Plan is one of Vancouver's most important tools to help alleviate barriers to affordable housing. Over the next year, community members and the City will continue to work together to develop a plan that will guide Vancouver's growth and development over the next 20 years. This initiative is called Our Vancouver 2045. Since the plan was last updated in 2011, Vancouver has experienced significant growth, as well as demographic, economic and social changes. The Comprehensive Plan provides the overall long-term vision and policy direction for the City. It helps to manage growth and development, in balance with the natural environment, and guides infrastructure improvements to support community needs. Washington's Growth Management Act requires the City to adopt an updated plan and changes to its zoning code by June 30, 2025.

To meet requirements set by the Growth Management Act, the City will:

- Perform a holistic re-write of the existing Comprehensive Plan
- Develop a detailed strategy for implementing the goals, policies, and strategies outlined within the revised plan
- Modify the existing zoning code (Title 20 of the Vancouver Municipal Code) that is reflective of the goals and policies identified in the revised plan
- Complete the Environmental Impact Statement (EIS) process outlined within the State Environmental Policy Act
- Establish a process to develop and create the plan with members of the community, and
- Conduct community engagement activities in a method consistent with state law.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

While the City has employed a range of strategies to address the identified needs within the community, the primary challenge remains the lack of financial resources. To overcome this obstacle, the City will continue to plan and fund housing and supportive service programs tailored for underserved populations, including the elderly, youth, and individuals with disabilities.

The Affordable Housing Fund (AHF) levy plays a crucial role in advancing these efforts, providing resources that extend beyond the capabilities of CDBG and HOME funds. The AHF supports a diverse array of activities, including new construction, operation and rehabilitation of shelters, preservation of existing housing, homeownership assistance, rental assistance, and eviction prevention.

By leveraging these funds, the City aims to enhance its ability to meet the needs of its most vulnerable residents and improve overall housing stability within the community.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City of Vancouver conducts lead-based paint screening on all rehabilitation activities. This screening determines if the property is old enough to have lead-based paint, and if so, whether the rehabilitation efforts will disturb this paint. If required, mitigation activities are carried out.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Vancouver works with Clark County to alleviate poverty. Clark County receives the majority of state and federal funding to help people in need and performs a Community Needs Assessment (CNA) every 3 years in compliance with Community Service Block Grant (CSBG) requirements. The CNA is an important part of the process of developing community-wide policies, practices and services intended to respond to the needs prioritized by those with low income.

The following actions were taken to achieve this goal:

- Supported programs of the Council for the Homeless and providers of emergency and transitional shelter and services for people who are homeless or at risk of becoming homeless;
- City of Vancouver Council members and staff participate on the Community Action Advisory Board which awards CSBG and other community funding to nonprofit agencies for homelessness prevention and other basic services.
- Continued to support nonprofits in the delivery of basic services through the CDBG and general fund for emergency shelter, transitional housing, case management, food, youth programs and resource connection.
- Continued funding of microenterprise development programs through the Hispanic Metropolitan Chamber, Mercy Corps, Fourth Plain Forward, and Microenterprise Services of Oregon (MESO). These programs provide technical support to business owners or

entrepreneurs with low to moderate income.

- Continued use of the Affordable Housing Fund to provide income-restricted units and rental assistance for households earning up to 50% AMI.
- Beginning in 2023, Fourth Plain Commons offered a commercial kitchen and incubator for food-based businesses. They plan to develop a market and outdoor vendor space for the neighborhood, helping local entrepreneurs get established and develop wealth.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Vancouver works with a variety of organizations to plan and implement activities. Staff are responsible for managing day-to-day operations of CDBG and HOME programs. Key partners in the planning and implementation of activities include nonprofit organizations, other City departments, Clark County, housing developers, and the Vancouver Housing Authority. The primary strength of the institutional system for delivering programs is the cooperation of the City of Vancouver departments as well as the collaboration of community partners. The primary weakness of the delivery system is a lack of financial resources to meet needs.

Commissioners of the Vancouver Housing Authority are appointed by the City Council. Once appointed they have no further direct relationship with the City. However, there is close cooperation between the City and VHA through the City's award of funding for housing activities operated by VHA. In addition, the City and VHA cooperate in reviewing the capital needs of VHA.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Vancouver participates with Council for the Homeless and other service providers to enhance the community's Continuum of Care (CoC) system to end homelessness. This partnership includes collaborative efforts of a variety of community groups, government agencies and a coalition of more than 40 homeless service providers.

Vancouver enhances coordination with public, private, and nonprofit housing providers, social service providers and faith-based communities through the following actions:

- Continuing to work with partners, including Clark County and the VHA, to prioritize housing needs, provide services, and maximize the use of federal, state, and local funds for affordable housing, community development, and related services. In 2023, participated in development of Clark County's Affordable Housing Plan development.
- Continuing to participate in coordinated efforts for shelter and services assisting homeless individuals and families through the Continuum of Care.
- Participation in Ending Community Homelessness Organization (ECHO), a collaboration between Clark County and its cities' elected leadership, as well as the VHA and homeless agency directors, discussing collaboration and homeless needs on a monthly basis.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The last analysis of impediments (AI) report was issued in 2012. The 2012 AI assessed the impact of the City's laws, regulations, policies and practices on the availability and accessibility of housing as well as an assessment of public and private sector conditions that affect fair housing choice. The 2012 AI identified the following strategies to reduce impediments to fair housing choice:

- Support nonprofit and private sector efforts to increase the stock of affordable housing, especially deeply subsidized rentals
- Monitor potential areas of racial/ethnic concentrations and high mortgage loan denials
- Improve access to and dissemination of fair housing information

The city began researching data and launched a new fair housing survey to update its plan in 2019 when HUD's requirements changed, and the City has been waiting on new guidance. The strategies previously identified are still very important and relevant to the City in 2024. The Affordable Housing Fund levy renewal in February 2023 is a significant resource to increase the number of affordable units and demonstrated the community's support for the City's housing efforts.

In addition, the City has begun efforts to initiate a Rental Habitability program which will help identify rental housing concerns and educate landlords and tenants on Fair Housing requirements and resources.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements.

Vancouver utilizes three tools for monitoring to ensure program compliance: clear policies and procedures, contract reporting requirements, and program-specific monitoring. All applications received are evaluated to determine eligibility and priority based on program policies, local, state, and federal regulations, consolidated plan goals, and local need.

Prior to contracting, staff review all documents required through the application process and conduct a risk assessment of each program. Staff review contract requirements with each agency and discuss needed documentation and reports. As part of the quarterly reporting, agencies collect data from participants.

Agency risk assessments are based on a range of risk factors. The scoring is used as a basis to determine which agencies to monitor each year. Newly funded entities/programs are likely to be monitored in their first year receiving CDBG or HOME funding. The City of Vancouver ensures that all records are complete, and agencies comply with applicable rules and regulations including Political Activity, Davis Bacon and Related Acts, Civil Rights, Cash Management, Federal Financial Reports, Allowable Costs and Cost Principles, Drug Free Workplace Act, and other administrative requirements.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Vancouver follows a detailed Community Participation Plan. All members of the community, including people with low to moderate income, people living in low- and moderate-income neighborhoods, minority populations, non-English-speaking people, people with disabilities, persons with HIV/AIDS and their families, people who are homeless, social service agencies and residents of public and assisted housing developments are encouraged to participate in the development and implementation of HUD-assisted programs. The 2023 CAPER hearing notice was published in The Columbian newspaper on August 23, 2024, providing notice of the public hearing time and date. The draft 2023 CAPER was placed on the City website for public review. An email blast was also sent to approximately 400 CDBG and HOME stakeholders.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Vancouver is home to a variety of local community-based organizations (CBOs) that provide essential services to historically disadvantaged communities. Despite their crucial role, many of these organizations operate with minimal staff—often consisting of just one or two paid employees, supplemented by volunteers. This limited staffing and capacity can hinder their ability to expand programs and services and increase their impact.

These CBOs are vital in reaching those who may not engage with larger organizations, offering trusted and necessary resources. To effectively close the gap in quality of life and access to opportunities for these communities, it is imperative to enhance the long-term stability and capacity of these organizations.

Stable and predictable support over multiple years is essential for these CBOs to build the organizational infrastructure needed to pursue and manage public funding from various sources. This support will enable them to expand their programs and services, ultimately better meeting the evolving needs of the communities they serve

Beginning with the 2024-2028 Consolidated Plan, Vancouver will be working with community partners to utilize CDBG funds for Capacity Building.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Not applicable to the City of Vancouver.

CR-50 - HOME 24 CFR 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

The City of Vancouver has a small HOME-funded portfolio, with most of its affordable housing units funded through the local affordable housing levy fund. The City follows an ongoing monitoring procedure for HOME-assisted units. Income and rent data for all HOME-assisted rental units is collected annually.

The City has recently addressed a gap in its monitoring of HOME-assisted rental units due to staff changes in Economic Prosperity and Housing. To resolve this, the City has partnered with the Washington State Housing Finance Commission through a Memorandum of Understanding (MOU). This collaboration aims to enhance compliance and improve customer service for owners and residents in affordable housing developments supported by both entities.

As part of this effort, the City has developed a revised internal monitoring schedule and will conduct regular inspections. These measures are designed to ensure that the City meets all HOME monitoring requirements and achieves full compliance by the end of 2024.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 24 CFR 91.520(e) and 24 CFR 92.351(a)

The City requires owners of housing projects with five (5) or more HOME-assisted units to use affirmative fair housing marketing practices in soliciting renters or buyers, determining their eligibility, and concluding all transactions. Owners must comply with the following procedures for the duration of the applicable compliance period:

Advertising: The Equal Opportunity logo or slogan must be used in all ads, brochures, and written communications to owners and potential tenants. Advertising media may include The Columbian (or any other local newspaper), radio, television, social media, housing organizations such as Housing Connections (www.housingconnections.org), brochures, leaflets, or may simply involve a sign in the window.

Fair Housing Poster: Owners must display the HUD's fair housing poster in rental offices or other appropriate locations.

Special Outreach: Owners are encouraged to solicit applications for vacant units from persons in the housing market who are least likely to apply for HOME-assisted housing without the benefit of special outreach efforts. Vancouver recommends the following methods to reach this objective:

- Positioning of informational flyers in lower opportunity neighborhoods, including social service agencies and housing counseling agencies serving these areas.
- Use of minority-specific traditional and social media: HOME-assisted housing

opportunities may be advertised in minority-specific newspapers (i.e., The Skanner, Portland Observer, El Hispanic News, The Asian Reporter).

- Record Keeping: Owners must maintain a file containing documentation of all marketing efforts (copies of newspaper ads, memos of phone calls, copies of letters, etc.). These records must be available for inspection by Vancouver staff. Owners must maintain a listing of all tenants residing in each unit.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

The City received \$64,897 in HOME program income in 2023 (PR-09). All program income was expended in 2023 on tenant-based rental assistance programs (PR-07). Total expended was \$52,501.93. There remains \$12,395.07 to be carried over to PY2024.

Describe other actions taken to foster and maintain affordable housing. 24 CFR 91.220(k)

In 2017, the City established a voter-approved levy to create an Affordable Housing Fund (AHF) to serve households with very low-income (up to 50% of area median income). Initially, the levy provided \$6 million per year for seven years. At the end of 2023, the levy was renewed and increased by voters and now provides \$10 million per year for ten years, through 2033. The levy is paid by residential and commercial property owners and is used to increase Vancouver's supply of affordable housing, preserve existing homes, and reduce homelessness through rental assistance, temporary shelter, and services.

To date, AHF has supported production or preservation of 1,921 units of affordable housing. The AHF funds are leveraged with other funding to support a total housing investment of over \$508 million.

Other City actions to foster and maintain affordable housing, such as MFTE program updates, SDC waivers and Housing Action Plan items have been previously discussed in this CAPER.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Tables 15 and 16, Total Labor Hours and Qualitative Efforts – Number of Activities by Program respectively, are omitted here. Although the CAPER reports on two public facilities that have recently completed construction, Family Solutions and Fourth Plain Commons, both projects are still in the late stages of close out and not all Section 3 reports have been received from all subcontractors. HUD finalized updates to Section 3 reporting in July 2021, and changed from tracking the number of contracts awarded on a project to tracking actual hours worked by Section 3 targeted workers. These are the first two Vancouver CDBG construction projects that have been completed under the new requirements. The Section 3 reporting will be input in IDIS when all subcontractors have submitted reports and prior to closing the activity.

Narrative

The purpose of Section 3 is to ensure that employment and other economic opportunities resulting from projects assisted with HUD funding be directed to people with low and very-low income, particularly those who are recipients of government assistance for housing, and to low-income businesses, which provide economic opportunities to people with low and very-low income.

AN ORDINANCE authorizing the execution of a Master Services Agreement with Attachments (MSA) between Clark County, Washington (“County”), the City of Vancouver, Washington (“City”) and Columbia Resource Company (“Contractor”), to provide Comprehensive Solid Waste and Recycling Services and Regional Solid Waste System Capital Improvements Services; providing for severability; and setting an effective date.

Staff Report: 175-24

To: Mayor and City Council
From: City Manager
Date: September 16, 2024

Subject

Ordinance Authorizing Contract Agreement between Clark County, the City of Vancouver and Columbia Resource Company for long-term Solid Waste Disposal and Processing Services

Key Points

- The City of Vancouver (City) and Clark County (County) have coordinated for over three decades on a variety of solid waste issues, including collaborating on the current 2006 transfer and disposal services contract with the owner and operator – Columbia Resource Company (CRC), which is anticipated to conclude in 2027. In advance of that, City and County staff have partnered to negotiate a new contract that will replace the existing 2006 contract.
- In February 2024, City and County Councils executed an Agreement In Principle with CRC which guided key provisions now contained within the Master Services Agreement and Attachments (MSA). Negotiations were finalized this August with provisions incorporated into the new contract.
- The City is an indirect party to the current contract but will become a more active public agency partner to Clark County in the attached contract, including continuing to serve in both support and advisory roles on key matters.
- This coordinated effort is an efficient way for both public agencies to offer convenient and affordable disposal, recycling and other processing services to residents, businesses and self-haul customers across the region, while providing for appropriate future growth, resiliency and fiscal oversight and continuity of service through August 2038.

Strategic Plan Alignment

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

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

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

Present Situation

Background and Overview

Our region has a long history of leveraging public-private partnerships through long-term waste disposal contracts to provide reliable solid waste transfer station and disposal services that are resilient, environmentally responsible and cost-effective.

At present, the City is a signatory to the current contract, specifically as it relates to directing all waste generated within city limits to the regional disposal system and as the City being a key public customer and stakeholder. This new contract would replace the existing contract.

In February 2024, the City and County Councils approved the [Agreement In Principle](#) (AIP) that served as a framework for this new long-term contract. The AIP outlined how the new contract structure will be in an MSA format with Attachments to include Attachment A.1: transfer station ownership, O&M, waste transport and disposal, specified processing services with a conditional performance-based extension, Attachment A.2: existing MRF operation for up to 4 years, and Attachment A.3: directing how capital improvements would be performed.

Key provisions identified in the AIP and incorporated in the MSA between the County, City and CRC include:

- *Dedicated funding to be used for current needs and future investments.* Outlined in A.1 and Exhibit A.1-6 is a dedicated financial commitment from CRC of \$50 million (in 2023 dollars) in the first four years of a new contract, with an additional \$13 million (2023 dollars) estimated funding in subsequent years of the new contract and conditional extension years. The combined \$63 million in funding for the regional system are contributions from the MSW and Drop Box Tip Fees and contractor to be used for timely investment in capital improvement and select maintenance projects managed and approved by the County with input from the City.
- *Capital Improvement & Maintenance program.* Terms provide that new funding is used promptly to make necessary capital improvements at the existing three transfer station facilities, at a prospective fourth facility as detailed in the County's [Regional System Study](#) and [draft Comprehensive Solid Waste Management Plan](#), and sets standards so that those assets are maintained in an acceptable condition well into the future. A.3 enables the CRC to assist in the delivery of capital projects at each facility and throughout the term of the MSA with timing, direction and oversight from the County.
- *Transparency & Accountability.* Provides assurances to the public and customers served that there will be improved Operations & Maintenance (O&M) standards and performance requirements and remedies for non-compliance or non-performance. Simplified and updated annual tip fee adjustment process as captured in A.1 and Exhibit A.1-7 is the agreed upon new "rate model" to be used for calculating and annually adjusting components of the Tip Fees and other fees under the new contract.
- *System Resiliency.* In recognition of the essential role the regional transfer stations have in protecting public health and the environment, there are additional measures to provide resiliency and plan for major system impacts and natural disasters through provisions in the A.1 and A.2 for Alternative Methods and Uncontrollable Circumstances, as well as adding additional waste containers and equipment to replace old equipment and increase capacity for handling waste tonnage growth and diversion of curbside and commercial organics and food waste, wood and C&D material, and recognition of the new state Organics Management Laws that require diversion of organic materials from the landfill from many of the region's incorporated cities and urban growth areas.
- *Public Ownership/Purchase Option.* Preserves the option for public ownership that is in the current disposal contract with CRC, and specifically includes that the County, or County successor – to be defined and established as a future public entity – has the option to purchase each of the three transfer station facilities, including the two serving Vancouver

(West Van and Central for \$1 dollar each) upon expiration of the initial term of A.1 on December 31, 2032 and to allow for the County, City and regional cities and town to finalize work to develop a future public ownership model for the regional system.

Present Status

In the six months following approval of the AIP, the parties completed negotiations of the MSA with attachments. Key terms include:

MSA

- Finalization of definitions, prevailing wage and records provisions.

A.1

- Agreement on easement or dedication for existing transfer stations, conducting Environmental Site Assessments (ESAs) for identification of any pollution and remediation of properties at the onset of the contract and prior to ownership transfer.
- Implementation of a County approved, one-time adjustment of \$1.60 per ton applied to disposal tip fees for the designated barge contractor, effective January 1, 2025.

A.2

- Maintains status quo for recyclables receiving, processing and marketing/sale of commodities.
- Maintains status quo for revenue distribution among the County, City and CRC from the sale of recyclables.
- Fully incorporates recyclables processing service costs into a consolidated compensation section. Retains existing fee structure for recyclables processing, revenue share from the sale of recyclables among the parties and the County approved processing surcharge implemented in 2018.
- Allows for continued recyclables processing for up to 4 years, (2024-2027, 1-year option) at the current material recovery facility (MRF) located within the West Van Transfer Station.
- Sets the stage for negotiations for a future new, stand-alone MRF / recyclables processing facility contract or procurement that is set to occur after execution of the MSA.

City staff are returning to Council as a third and final touch to request approval by ordinance to enter into the new contract with the County and CRC.

Staff recommend continuing our historic approach to participate as a key partner in the regional solid waste transfer and disposal system, managed by the County, and governed by new, more modern services contract with the CRC.

Next Steps

In recognition of a successful conclusion to negotiations to-date, CRC has signed the attached Master Services Agreement, Attachments A.1, A.2, and A.3. City staff recommend signing the proposed contract. If approved, the new contract will commence on September 1, 2024, with an effective date upon Clark County Council approval and signing by all parties.

Upon City Council approval, the contract is scheduled to be brought to [Clark County Council](#) on September 17, 2024, for review and motion consideration.

Additional negotiations remain for a separate contract to address the outstanding need for a new recyclables processing services contract, which is anticipated to be formalized in a new Attachment A.4 to eventually replace A.2. Staff anticipate returning to City Council for additional information and action in the coming year.

Advantage(s)

1. Continues the City's Host Fee for West Van between Columbia Resource Company and the City.
2. Keeps system tipping fees low as a result of a long-term guarantee of waste flow.
3. Further positions Vancouver's role as a key participant in the regional solid waste transfer and disposal system and carries forward the purchase option of existing transfer facilities.
4. Secures dedicated funding for capital improvement and maintenance services in the first four years of the contract and provides continued funding mechanism for future regionalization and system needs.
5. Continues to provide funding (through included County Health Fee \$1.43/ton) for regional Solid Waste programs for administration of the solid waste transfer and disposal system, long-term solid waste management planning, as well as education and outreach.
6. Finalizes years of negotiations to reach agreement with the private owner and operator on a more modern and regional solid waste transfer system.

Challenge(s)

All customers of the regional transfer stations will experience a rate increase as part of the one-time barge adjustment, which will be passed through as part of City rate setting for 2025 solid waste rates.

Budget Impact

This proposed contract will not have different budgetary impacts than the current one. However, the proposed MSA is anticipated to contain key provisions and updates that will result in impacts to City garbage customer rates, anticipated to take effect January 2025. The increase in solid waste rates will be evaluated alongside other utility rate increases to ensure that the overall weighted blended rate for all utilities does not exceed 6%.

Prior Council Review

Council Workshop, [August 14, 2023](#)

Council Consent Agenda, [February 26, 2024](#) for the AIP

Council Consent Agenda, [September 9, 2024](#) for first reading of the ordinance

Action Requested

Approve the ordinance on second reading and public hearing. The ordinance, if approved, would authorize the City Manager, or designee, to finalize and execute the MSA, Attachment A.1, A.2 and A.3 between Clark County, the City of Vancouver and Columbia Resource Company.

Staff Contact

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Attachments:

1. Presentation
2. Ordinance Executing MSA between CC COV CRC (FINAL)
3. MSA



Contract for long-term Solid Waste Disposal and Processing Services

Julie Gilbertson, Solid Waste Supervisor
Steve Worley, Public Works Director
Cary Driskell, Assistant City Attorney III

Public Hearing, Monday, September 16, 2024

Timeline



Council Workshop

August 2023
Overview of Solid
Waste System



Agreement In Principle

February 2024
Framework for new
long-term contract,
key provisions



MSA with Attachments

September 2024
Ordinance
Public Hearing
authorizing contract



Next Steps

September 17, 2024
Clark County
Council

Agreement Structure

Master Services Agreement with Attachments:

- **Attachment A.1**
 - Transfer station ownership, O&M, waste transport & disposal, specified processing services, conditional extension
- **Attachment A.2**
 - Recyclables processing at current MRF
- **Attachment A.3**
 - Capital improvements
- **Attachment A.4 (future)**
 - Recyclables processing at new MRF

Three party agreement between Clark County, Vancouver and Columbia Resource Company





Key Provisions

- Dedicated funding for current needs and future investments
- Capital Improvement & Maintenance program
- Transparency & Accountability



Key Provisions continued

- System Resiliency
- Public Ownership/Purchase Option

Thank You



Julie.Gilbertson@cityofvancouver.us | 360-487-7162 | cityofvancouver.us

9/09/24
9/16/24

ORDINANCE M - _____

AN ORDINANCE authorizing the execution of a Master Services Agreement with Attachments (MSA) between Clark County, Washington (“County”), the City of Vancouver, Washington (“City”) and Columbia Resource Company (“Contractor”), to provide Comprehensive Solid Waste and Recycling Services and Regional Solid Waste System Capital Improvements Services; providing for severability; and setting an effective date.

WHEREAS, Contractor has provided transfer, transport, disposal and recyclables processing services to the County and City under prior long term disposal agreements commencing in 1992 and 2006; and

WHEREAS, to ensure continuity of waste handling, disposal and specified processing services into the future, the City and County wish to execute a MSA with the Contractor for services until December 31, 2032, with the ability to extend for an additional five year and eight-month term through August 31, 2038; 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 if done by ordinance; and

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 with the County and Contractor for the provision of solid waste handling, transport, disposal, and specified processing services to the City.

ORDINANCE - 1

Does not require codification

Section 2. Duration. The duration of the contract is authorized for an initial term commencing on September 1, 2024, until no later than December 31, 2032, with a mutual option to extend for an additional period until August 31, 2038.

Section 3. Severability. If any clause, sentence, paragraph, section, or part of this Ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 4. Effective Date. This Ordinance shall go into effect five 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 Master Services Agreement with Columbia Resource Company, L.P., to provide Comprehensive Solid Waste and Recycling Services and Regional Solid Waste System Capital Improvements Services; authorizing the MSA beyond a five-year duration; providing for severability; and setting an effective date to the City of Vancouver, Washington and Clark County, Washington; authorizing a contract amendment extending the contract beyond its initial term; providing for severability; and setting an effective date. The full text of this Ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at (360) 487-8799, or via www.cityofvancouver.us (Go to City Government and Public Records).

ORDINANCE - 4

Does not require codification

MASTER SERVICE AGREEMENT
HDC.1818

between

CLARK COUNTY

P.O. Box 9825, Vancouver, WA 98666
and

CITY OF VANCOUVER

P.O. Box 1995, Vancouver, WA 98666
and

COLUMBIA RESOURCE CO., L.P.

6601 NW Old Lower River Road, Vancouver, WA 98660

Project: Comprehensive Solid Waste and Recycling Services and
Regional Solid Waste System Capital Improvements
Services

Description: Provision of services related to Regional Solid Waste
System including Regional Transfer Station Services;
Transport Services, Disposal Services; Organics, Yard
Debris, Hazardous Waste, and Other Specified
Processing Services; Recycling Processing Center
Services; and Regional Solid Waste System Capital
Improvements Services.

Supplier Contract Number: N/A
Contract Name: CCPH Columbia Resource Co. Solid Waste HDC.1818
Initial Contract Period: September 1, 2024 - December 31, 2032

County Contacts		
Program	Fiscal	Contract
Joelle Loescher 564.397.8126 Joelle.Loescher@clark.wa.gov	Kayla Mobley 564.397.8235 Kayla.Mobley@clark.wa.gov	Rebecca Addington 360.397.8415 GCT@clark.wa.gov
Vancouver Contacts		
Program	Fiscal	Contract
Julie Gilbertson 360.487.7162 julie.gilbertson@cityofvancouver.us	Shannon Turk 360.487.7132 shannon.turk@cityofvancouver.us	Anna Vogel 360.487.8429 anna.vogel@cityofvancouver.us
Contractor Contacts		
Program	Fiscal	Contract
Derek Ranta 503.884.9332 derek.ranta@wasteconnections.com	Jason Hudson 503.884.9332 Jason.hudson@wasteconnections.com	Derek Ranta 503.884.9332 derek.ranta@wasteconnections.com

By signing below, Clark County, hereinafter referred to as "County," City of Vancouver, hereinafter referred to as "Vancouver", and Columbia Resource Co., L.P., hereinafter referred to as "Contractor," agree to all terms and conditions, exhibits, and requirements of this contract.

CONTRACTOR:

Dan Schooler 08/27/24
Dan Schooler, Date
Western Region Vice President

CITY OF VANCOUVER:

Eric Holmes, Date
City Manager

CLARK COUNTY:

Kathleen Otto, Date
County Manager

APPROVED AS TO FORM ONLY:

Jonathan Young, Date
City Attorney

Amanda Migchelbrink 08/26/24
Amanda Migchelbrink, Date
Deputy County Prosecuting Attorney

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TERMS AND CONDITIONS

1. Services. The Contractor shall perform services as set forth in Exhibit A.
2. Term. The Contract shall be effective beginning September 1, 2024 at 12:00 AM, Pacific Time and ending December 31, 2032 at 11:59 PM, Pacific Time. Upon extension of any Scope of Services Attachment (Attachment A) per Exhibit A herein, County reserves the right to extend the Contract for five (5) years and eight (8) months, with the same terms and conditions or amended terms and conditions agreed upon in writing by all Parties, by service of written notice of its intention to extend the Contract or any Attachment not later than six (6) months prior to the Contract termination date.
3. Compensation. The Parties mutually agree compensation shall be according to the requirements set forth in Attachment A, which are attached hereto and incorporated herein by this reference.
4. Failure to Perform, Remedies, and Termination. The County and Vancouver expect high levels of customer service and service provision. Performance failures shall be discouraged, to the extent possible, through specific non-performance fees for certain infractions and through Contract default for more serious lapses in service provision. Section 4.1 details infractions subject to non-performance fees and Section 4.2 details default provisions and procedures.

4.1. Non-Performance Fees.

- 4.1.1. The County and Vancouver reserve the right to make periodic, unscheduled inspection visits and/or investigations of Contractor performance to determine the Contractor's compliance with the provisions and requirements of this Contract. In the event that the inspection reveals that the Contractor has failed to satisfactorily perform any duties of this Contract and following notice to the Contractor and County attempts to resolve performance issues with the Contractor, the County Program Representative may present a documented incident report to the Contractor detailing such unsatisfactory performance. The Parties agree that upon receiving such report, the Contractor shall pay the dollar amounts set forth in Attachment A, not as a penalty, but as non-performance fees for failure to satisfactorily perform its duties under this Contract.
- 4.1.2. The Parties agree that the County and Cities damages would be difficult to prove in any litigation and that the dollar amounts set forth in

Attachment A are a reasonable estimate of the damages sustained by the County and Cities as a result of the Contractor's failure to satisfactorily perform its duties under this Contract.

- 4.1.3. Nothing in this Section shall be construed as providing an exclusive list of the acts or omissions of the Contractor that shall be considered violations or breaches of the Contract, and the County and Vancouver reserve the right to exercise any and all remedies it may have with respect to these and other violations and breaches. The non-performance fee schedule set forth in the Contract shall not affect the County's or Vancouver's ability to terminate this Contract as described in Section 4.2.
- 4.1.4. Non-performance fees, if assessed during a given month, shall be invoiced in writing by the County to the Contractor. The Contractor shall be required to pay the County the invoiced amount within thirty (30) calendar days of billing, except to the extent that Contractor disputes the invoiced amounts in good faith and appeals the invoiced amounts in accordance with the paragraph below. Failure to pay non-performance fees shall be considered a breach of this Contract and shall accrue penalty charges of eight (8.0%) percent per month of the amount of any delinquent payments. Any non-performance fees collected by the County shall be deposited in the Regional Solid Waste System Fund (RSWSF) or another County fund if not approved to be deposited in the RSWSF pursuant to Attachment A.
- 4.1.5. Any non-performance fees assessed against the Contractor may be appealed by the Contractor in writing to the County Program Representative within ten (10) business days of being invoiced for assessed non-performance fees. In connection with any such appeal, the Contractor shall be allowed to present evidence as to why the amount of the assessed performance fees should be lessened or eliminated. If not appealed within ten (10) business days, the Contractor waives its right to appeal the assessed non-performance fees.
- 4.1.6. The Parties must attempt to resolve an appeal of assessed non-performance fees using the Dispute Resolution procedures outlined in Exhibit A; except that in the event neither good faith negotiations nor non-binding mediation resolves the dispute, the disagreement concerning non-performance fees shall be conclusively settled by arbitration under the laws of the State of Washington, in accordance

with this section and, when not prescribed herein, in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

- 4.1.6.1. Contractor shall have ten (10) business days from the date of mediation to initiate the arbitration proceedings by filing a Demand for Arbitration in accordance with the applicable rules and mailing notice of the same to the County.
- 4.1.6.2. If Contractor does not initiate arbitration proceedings within the time allowed by this Section, Contractor waives its right to further contest the assessed non-performance fees.
- 4.1.6.3. The arbitration hearing shall be held in Clark County, Washington, unless all Parties agree otherwise.
- 4.1.6.4. The Contractor shall be required to pay the County the amount of assessed non-performance fees as determined appropriate within thirty (30) calendar days following resolution of the appeal.

4.2. Contract Default.

- 4.2.1. The Contractor shall be in default of this Contract if it violates any material provision of this Contract. In addition, the Contractor shall be in default of the Contract should any of the following occur, including, but not limited to:
 - 4.2.1.1. The Contractor fails to commence services or fails to provide any portion of service under the Contract on the Date of Commencement of Service, or for a period of more than five (5) consecutive days at any time during the term of this Contract, except as provided pursuant to Section 21;
 - 4.2.1.2. The Contractor fails to obtain and maintain any permit, certification, authorization, or license required by the County, Cities, or any federal, State, or other regulatory body in order to collect materials under this Contract, or comply with any environmental standards and regulations;
 - 4.2.1.3. The Contractor's noncompliance creates a hazard to public health or safety or the environment;

- 4.2.1.4. The Contractor causes uncontaminated Recyclables or Organics to be disposed of in any way, such as in a landfill or incinerated at an incinerator or energy recovery facility, without the prior written permission of the County and Vancouver;
 - 4.2.1.5. The Contractor fails to make any required payment to the County and Vancouver, as specified in this Contract; or
 - 4.2.1.6. The Contractor is assessed non-performance fees pursuant to Section 4.1 in excess of twenty-five thousand dollars (\$25,000) during any consecutive six (6) month period.
- 4.2.2. The County and Vancouver reserve the right to pursue any remedy available at law or in equity for any default by the Contractor. In the event of default, the County Program Representative shall give the Contractor ten (10) business days prior written notice of its intent to exercise its rights, stating the reasons for such action. However, if an emergency shall arise (including but not limited to a hazard to public health or safety or the environment) that does not allow ten (10) business days prior written notice, the County Program Representative shall immediately notify the Contractor of its intent to exercise its rights immediately. If the Contractor cures the stated reason within the stated period, or initiates efforts satisfactory to the County and Vancouver to remedy the stated reason and the efforts continue in good faith, the County Program Representative may opt to not exercise its rights for the particular incident. If the Contractor fails to cure the stated reason within the stated period or does not undertake efforts reasonably satisfactory to the County and Vancouver to remedy the stated reason, then the County Program Representative may at its option terminate this Contract effective immediately.
- 4.2.3. If the Contractor abandons or violates any material provision of this Contract, fails to fully and promptly comply with all its obligations, or fails to give any reason satisfactory to the County and Vancouver for noncompliance, and fails to correct the same, the County Program Representative, after the initial notice, may then declare the Contractor to be in default of this Contract and notify the Contractor of the termination of this Contract. A copy of said notice shall be sent to the Contractor and Surety on the Contractor's performance bond. Upon receipt of such notice, the Contractor agrees that it shall promptly

discontinue the services provided under this Contract. The Surety of the Contractor's performance bond may, at its option, within ten (10) days from such written notice, assume the services provided under this Contract that the County Program Representative has ordered discontinued and proceed to perform same, at its sole cost and expense, in compliance with the terms and conditions of the Contract, and all documents incorporated herein.

4.2.4. In the event that the Surety on the Contractor's performance bond fails to exercise its option within the ten (10) business day period, the County and Vancouver may complete the services provided under this Contract or any part thereof, either through contract with another party or any other means.

4.2.5. The County and Vancouver shall be entitled to recover from the Contractor and the Surety on the Contractor's performance bond as damages all expenses incurred, including reasonable attorneys' fees, together with all such additional sums as may be necessary to complete the services provided under this Contract, together with any further damages sustained or to be sustained by the County and Vancouver. A Surety performing under this Contract shall be entitled to payment in accordance with this Contract for Contract services provided by the Surety and shall otherwise be subject to the same rights and obligations with respect to the Contract services furnished by the Surety as would be applicable if the Contract services were to be performed by the Contractor. The County's and Vancouver's obligation to pay for such Contract services shall be subject to satisfactory performance by the Surety as well as to setoffs or recoupments for sums, if any, owed by Contractor to County and Vancouver on account of Contractor's abandonment or default and for all costs incurred by the County and Vancouver as a result of the Contractor's default.

4.2.6. If the County and Cities employees provide services to be performed by Contractor under the Contract, the actual incremental costs of County and Cities labor, overhead, and administration shall serve as the basis for a charge to the Contractor and the Surety on the Contractor's performance bond.

5. Independent Contractor. The Contractor shall always be an independent Contractor and not an employee of the County or Vancouver and shall not be entitled to compensation or benefits of any kind, except as specifically provided herein.

6. Indemnification/Hold Harmless.

6.1. General.

6.1.1. Except as expressly provided in this Section, the Contractor shall at all times during the term of this Contract indemnify, hold harmless and defend the County, Vancouver, and any other City, their elected officials, officers, employees, agents, and representatives, from and against any and all losses, damages, costs, charges, expenses, judgments, liabilities (except to the extent resulting from the County's, Vancouver's or other City's negligence or willful conduct) and reasonable attorneys' fees (including those fees to establish the right to indemnification), (collectively the "losses"), to the extent directly or indirectly resulting from, arising out of, or related to one or more claims described in this Section.

6.1.2. The term "claims" as used in this Section shall mean all claims, lawsuits, causes of action, demands, damages, penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including but not limited to lawsuits, causes of action, and other legal actions and proceedings involving bodily or personal injury or death of any person or damage to any property (including but not limited to persons employed by the County, Vancouver, other City, the Contractor, or any other person, and all property owned or claimed by the County, Vancouver, other City, the Contractor, any affiliate of the Contractor, or any other person), to the extent such claims are in any way connected with:

- 6.1.2.1. The performance or non-performance of any provision or requirement of this Contract by Contractor, its officers, employees, subcontractors, agents, or servants;
- 6.1.2.2. Any negligent act or omission or willful misconduct of Contractor, its officers, employees, subcontractors, agents, or servants at any of the Facilities;
- 6.1.2.3. The failure of Contractor, its officers, employees, subcontractors, agents, or servants to comply in any respect with the provisions and requirements of Applicable Law including all applicable permits, licenses, laws, statutes, regulations, ordinances, codes, orders, and all other legal requirements of federal, state, and local government

authorities and agencies having jurisdiction over the Facilities or relevant activities of the Contractor;

6.1.2.4. Any release(s) or emissions, or threatened release(s) or emissions of Solid Waste, Unacceptable Waste, or any dangerous substance by any person(s) at, onto, into, above, under, through, or from any of the Facilities subject to the limitations and conditions in Section 6.2, below; or

6.1.2.5. Defects in or damage to the Facilities caused by the Contractor, its employees, agents, or subcontractors as result of negligence or failure to maintain the Facilities in accordance with the manufacturer's instructions or schedules.

6.2. Notice to Contractor Legal Defense. In the event an action is brought against the County for which indemnity may be sought against the Contractor, the County shall promptly notify the Contractor in writing. The Contractor shall have the right to assume and control the investigation and defense including the employment of counsel and the payment of all expenses of claims against which it must provide indemnity under this Section. On demand of the County, the Contractor shall at its own cost and expense, defend and provide qualified attorneys reasonably acceptable to the County under service contracts reasonably acceptable to the County to defend the County, its officers, employees, agents, and servants against all claims subject to the Contractor's indemnity obligations.

6.3. Applicability of RCW 4.24.115. If a court of competent jurisdiction determines that this Contract is subject to RCW 4.24.115, then the Contractor's duty to indemnify the County or any other indemnitees (or any of their agents or employees) for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from concurrent negligence of the Contractor or the Contractor's agents or employees and the County or any other indemnitees (or any of their agents or employees) shall be limited to the extent of the Contractor's negligence.

6.4. Waiver of Industrial Insurance. It is further specifically and expressly understood that the indemnification provided in this Section constitutes the Contractor's waiver of immunity under industrial insurance and Title 51 RCW, as respects the County and Vancouver only, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.

- 6.5. Royalties; License Fees; Patents. The Contractor shall pay royalties and license fees, shall defend all suits or claims for patent infringements that may occur in the performance of this Contract and shall hold the County and Vancouver harmless from any loss on account thereof.
- 6.6. No Waiver. Except as otherwise expressly stated herein, the Parties do not under this Section waive or surrender immunity available under any federal, state, or local law. This Section shall survive termination or expiration of the Contract.
7. Wage and Hour Compliance. The Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County and other Cities free, clear, and harmless from all actions, claims, demands, and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.
8. Prevailing Wage.
- 8.1. To the extent any work performed by the Contractor or any subcontractors hired by the Contractor requires the payment of prevailing rates of wage pursuant to chapter 39.12 RCW, then the Contractor shall ensure that, pursuant to chapter 39.12 RCW, any worker, laborer, or mechanic employed in the performance of any part of such “public work” shall be paid not less than the applicable prevailing rate of wage.
- 8.2. In the event that Contractor or any of its subcontractors are required to pay prevailing rates of wage, Contractor shall comply, and shall cause its subcontractors to comply, with the following provisions:
- 8.2.1. Look up the prevailing rates of pay, benefit, and overtime codes from this link:
<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>.
- 8.2.2. For prevailing wage questions, contact the Dept. of Labor and Industries at PW1@Lni.wa.gov or 360-902-5335.
- 8.2.3. Required Prevailing Wage Documents:

8.2.3.1. On forms approved by the Industrial Statistician of Washington State Dept. of Labor & Industries (L&I), the Contractor shall submit to Clark County Public Health the following for itself and for each Subcontractor covered under chapter 39.12 RCW that provided Work and materials for the Contract:

8.2.3.1.1. A copy of an approved "Statement of Intent to Pay Prevailing Wages" required by RCW 39.12.040. The Contractor and all Subcontractors will make no payment under this Contract for the Work performed until this statement has been approved by L&I and a copy of the approved form has been provided.

8.2.3.1.2. A copy of an approved "Affidavit of Prevailing Wages Paid", required by RCW 39.12.040. The Contractor will not grant Completion (acceptance of the contract) until all approved Affidavit of Wages paid for Contractor and all Subcontractors have been received. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until all of the "Affidavit of Prevailing Wages Paid" forms have been approved by L&I and a copy of all the approved forms provided.

8.2.3.1.3. The Contractors and Subcontractors must submit certified payroll records to L&I as required by RCW 39.12.120.

8.2.3.1.4. The Contractor shall be responsible for any form filing fees required by L&I.

9. Payment of Taxes. The Contractor assumes full responsibility for the payment of all taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any federal, state, or local legislation that is now or may during the term of this Contract be enacted as to all persons employed and property or equipment owned or used by the Contractor in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and

may be promulgated in connection therewith. The extent, if any, to which the Contractor will be permitted to adjust Tip Fees for cost increases due to the imposition of or increase in the rates of taxes, fees, or surcharges is set forth in Attachment A.1 Section 18.

10. Contract Documents. The contract documents included in this Contract include:

- Master Service Agreement,
- Attachment A.1,
- Attachment A.2,
- Attachment A.3,
- and any future Attachments with accompanying Exhibits as agreed by the Parties in writing.

If there is a conflict between the provisions of these documents, the order of precedence as it relates to interpretations between the aforementioned documents is that the Master Services Agreement shall control over the Attachments.

11. Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, gender identity, sexual orientation, age, disability, marital status, or national origin.

12. Changes. The County or Vancouver may, from time to time and as permitted by the Contract, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County, Vancouver, and the Contractor, shall be in writing, signed by the Parties, and incorporated in the written amendments to the Contract.

13. Inspection of Documents; Proprietary Documents; Public Record Act. The County and Vancouver have the right to inspect books and records of Contractor which are reasonably necessary to monitor Contractor's compliance with the Contract. Within ten (10) business days of receipt of written notice from the County or Vancouver to inspect Contractor's books and records related to the performance of this Contract, Contractor and County or Vancouver shall determine a mutually agreeable date, time, and location to accommodate the request by the County or Vancouver without unreasonably interfering with Contractor's business operations. If the Contractor and County or Vancouver cannot agree on a date, time, and location within those ten

(10) business days, Contractor shall make the requested records available to the County and Vancouver at Contractor's premises located at 6601 NW Old Lower River Road, Vancouver, WA 98660 on a date and time determined by the requesting entity.

13.1. The County and Vancouver have the right to request a copy of Contractor's books and records related to the provision of services by Contractor; provided, however, that Contractor's obligation to provide financial information shall be governed by Section 2.4 of Exhibit A.

13.2. The County or Vancouver shall have a right to inspect but the Contractor shall not be required to release information that Contractor reasonably deems to be proprietary or confidential in nature; provided, that this shall not prevent the release of such proprietary or confidential documents for purposes of any enforcement proceeding where appropriate legal steps are available to address Contractor's concerns regarding confidentiality. In the event Contractor asserts that certain information is proprietary or confidential in nature, Contractor shall identify generally the information which it deems proprietary and confidential and the reasons for its confidentiality in writing to the County or Vancouver. Each page of such information provided will be clearly marked as proprietary and confidential. The County or Vancouver will not dispute Contractor's designation of information as proprietary or confidential. The County or Vancouver will treat any information disclosed or provided for inspection by Contractor as confidential or proprietary and only disclose it to those employees, representatives, and agents of the County and Vancouver that have a need to know in order to enforce the Contract, and who agree to maintain the confidentiality of all such information, to inspect the information identified by Contractor as confidential or proprietary.

13.3. Any public record related in any way to this Contract may be subject to inspection and copying under the Washington Public Record Act, chapter [42.56](#) RCW. The County or Vancouver shall timely provide Contractor with a copy of any public record request to inspect or copy documentation/information relating to this Contract, including for public records provided to the County or Vancouver and marked as proprietary and confidential prior to allowing any inspection and/or copying as well as provide Contractor with a time frame, consistent with RCW [42.56.520](#), to provide the County or Vancouver with its written basis for nondisclosure of the requested documentation/information. In the event the County or Vancouver disagrees with Contractor's basis for nondisclosure, the County or Vancouver agrees to withhold release of the requested documentation/information in dispute for a

reasonable amount of time to allow Contractor an opportunity to file a legal action pursuant to RCW [42.56.540](#) as adopted or amended.

14. Governing Law. This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.

15. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by or shall perform services as an independent contractor with it, in the performance of this Contract.

16. Insurance.

16.1. General.

16.1.1. The Contractor shall provide, maintain and pay for from an insurance company or companies having a Best's Rating of A- VII or better, and authorized in the states of Washington and Oregon, the insurance coverage designated in this Section and shall satisfy the pollution liability coverage obligations under this Section by maintaining pollution liability insurance coverage as set forth in this Section.

16.1.2. Thirty (30) days before commencement of services, the Contractor shall provide the County with copies of the insurance certificate(s), required under this Section that name the County and Vancouver as an additional named insured (except the insurance required under Section 17.3.1) and designate the type and amount of insurance, class of operations covered, effective date(s) and expiration date(s). Copies of insurance policy declaration pages and specific endorsements shall be available to the County on reasonable request. In addition, each certificate shall contain substantially the following statements:

(A) This policy is primary insurance and exclusive of any insurance carried by Clark County or Vancouver and the insurance evidenced by this certificate shall be exhausted first, even if Clark County or Vancouver has other valid and collectible insurance covering the same risk.

(B) Contractor shall provide at least sixty (60) days written notice of any cancellation or material reduction or alteration in coverage of any

policy required herein, such notice shall be sent to both the Clark County Director of Public Health at P.O. Box 9825, Vancouver, Washington 98666 and the City of Vancouver Director of Public Works at P.O. Box 1995, Vancouver, Washington 98668.

(C) This policy consists only of insurance on an occurrence basis, not on a claims-made basis except the insurance required under Section 17.3.4; however, if occurrence basis policies are not available then include a statement that this policy includes tail coverage unless tail coverage becomes unavailable in the marketplace.

16.1.3. The Contractor shall maintain the insurance coverage required under this Section for the Term of the Contract. The Contractor immediately shall increase the amount of insurance required to reflect any changes in the maximum limits under the Oregon Tort Claims Act, or any other applicable tort claims act. Any such increase may be considered in Tip Fee rate setting for the subsequent year.

16.2. Replacement Insurance. In the event the Contractor fails to provide and maintain the insurance coverage required pursuant to this Section, the County and Vancouver at its discretion, may procure and maintain, at the Contractor's sole expense, insurance to the extent the County and Vancouver deems proper but not in excess of that which the Contractor is required to provide under this Section.

16.3. Designated Insurance Requirements Minimum Limits.

16.3.1. Workers' Compensation.

- (A) Workers' Compensation covering all employees who are engaged in any work under the Contract: Statutory (State/Federal)
- (B) Employers' Liability including bodily injury caused by disease: \$1,000,000

16.3.2. Commercial General Liability.

16.3.2.1. Bodily injury and Broad Form Property Damage and Broad Form Property Damage including Completed operations, and shall include coverage for Explosion, Collapse, and Underground: \$1,000,000 Each Occurrence

16.3.2.2. Personal Injury Limit: \$1,000,000 Each Occurrence

16.3.2.3. Products/Completed Operations Aggregate: \$2,000,000

16.3.2.4. General Aggregate: \$2,000,000

16.3.2.5. County's and Contractor's Protective Liability:

16.3.2.5.1. Bodily injury (inc. death): \$1,000,000 Each Occurrence

16.3.2.5.2. Property Damage and Broad Form Property Damage including Completed Operation that shall include coverage for Explosion, Collapse, and Underground: \$1,000,000 Each Occurrence

16.3.2.5.3. General Aggregate: \$1,000,000

16.3.3. Property Insurance including coverage for fire, floods, explosion, vandalism and Extended Coverage for the full replacement value of the Regional Transfer Station Sites including but not limited to the buildings and equipment.

16.3.4. Pollution Liability covering remediation, bodily injury and property damage to third parties resulting from sudden or gradual pollution from any Facility provided or activity performed under the Contract including but not limited to Transfer Stations, Loading Facilities, Unloading Facilities, and Disposal Site(s). The pollution policy shall cover Site Pollution, Transportation, and Non-owned Sites with minimum limits of \$10,000,000 Per Occurrence and \$20,000,000 Annual Aggregate. All subcontractors shall maintain the same pollution coverage and limits.

16.3.5. Comprehensive Automobile Liability including owned, non-owned and hired vehicles for Bodily Injury/Property Damage, Combined Single Limit: \$1,000,000

16.3.6. Contractor or the barge subcontractor shall provide proof of Protection and Indemnity covering loss of life/personal injury, damage to property or other vessels for vessels used for the Project. Coverage shall include clean-up expenses and liability to third parties for pollution damage resulting from sudden discharges in water for vessels used for the Project. The policy shall include coverage for all hazardous substances, including discharge of fuel and other hazardous materials used in the

operation or service of the vessel along with cargo. Minimum limit of \$10,000,000 Per Occurrence and \$10,000,000 Annual Aggregate. If circumstances require over the road transport of hazardous materials, Contractor shall use commercially reasonable efforts to ensure that any contractor or subcontractor carries the same coverage and limits as required in Section 16.3.4.

16.3.7. Excess/Umbrella Coverage including but not limited to General Liability, Employer's Liability, Automobile Liability and Contractor's Protective Liability: \$25,000,000 Each Occurrence; \$25,000,000 Aggregate

16.4. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to or otherwise waive subrogation against County and Vancouver, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. The Contractor hereby waives its own right of recovery against County and Vancouver for amounts covered by the insurance required herein to be carried, and if applicable, shall require similar written express waivers and insurance clauses from each of its subcontractors.

17. Bonding and Irrevocable Letter of Credit.

17.1. At the execution of the Contract, the Contractor shall provide and maintain for the term of the Contract, a performance bond from a bonding company, financial institution or other entity approved by the County and Vancouver and an Irrevocable Letter of Credit as required herein. Said bond shall be any other financial guarantee or type of bond that is approved by the County and Vancouver. Excluding Attachment A.3, the Contractor shall maintain the bond in an amount equal to \$2,000,000.00 and an Irrevocable Letter of Credit equal to twenty-five percent (25%) of the total revenues paid to the Contractor estimated for the initial year of the Contract for the previous year of operations for all years excluding the initial year. Excluding Attachment A.3, the bond shall be issued for a period of not less than one (1) year; the Contractor shall provide a new bond, or evidence satisfactory to the County and Vancouver of the bond's renewability, at least one hundred eighty (180) calendar days before the bond then in effect expires. For Attachment A.3, the Contractor shall maintain the bond in an amount and for a period as specified in Attachment A.3.

17.2. Any bond under this Section shall automatically terminate on the expiration of the Contract. Notwithstanding that termination, at any time within two (2) years after the date any bond terminates, the County, Vancouver, and other Cities may make a claim against the bond to compensate for the Contractor's failure to perform its obligations under the Contract. For purposes of this Section the word "bond" shall mean any bond, letter of credit or other financial guarantee referred to in this Section and provided to guarantee or provide the funds to guarantee the performance of the Contractor's obligations under this Contract. All bonds given under this Section that are signed by the Surety's agent must be accompanied by a certified copy of that agent's authority to act for the Surety at the time the bond is signed. The County and Vancouver must approve in writing the Surety providing, and the form and substance of, all bonds. The Contractor may satisfy the bond obligations under this Section by providing bonds from one or more bonding companies meeting the qualifications set forth in this Section.

18. Approval of Subcontractors. The Contractor shall submit to the County Program Representative for approval any subcontractor, including the names, addresses, qualifications, scope of services, and other information requested by County or Vancouver, for items and services (i) equal to or exceeding \$250,000 per year and with a contract term longer than twelve (12) months and (ii) for all items and services paid from the Designated Capital Improvement and Maintenance Restricted Fund (DCIMRF) and the Regional Solid Waste System Fund (RSWSF). The Contractor shall submit such information to County Program Representative for approval at least thirty (30) calendar days (except in an emergency) prior to the execution of a subcontract.

19. Assignment of Subcontracts. All contracts or agreements entered into by the Contractor with its subcontractors, officers, employees, and agents for performance of the Contract, including but not limited to all contracts or agreements relating to the operation or ownership of the Disposal Site and any other Facilities, shall include and be consistent with all terms and conditions of the Contract. All subcontracts shall include a clause that if the Contractor defaults in performance of the Contract and the County accepts assignment of the subcontract, the subcontractor shall recognize the County or County successor as the Contractor and the County or County successor shall have all the rights, remedies, and responsibilities of the Contractor under the relevant subcontract. The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and suppliers and of the subcontractors' suppliers, employees, firms, agents, servants, or subcontractor as it is for the acts or omissions of its own employees or agents.

20. Consent and Understanding. This Contract contains a complete and integrated understanding of the Contract between the Parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by all Parties.

21. Uncontrollable Circumstances.

21.1. General. The Parties agree an Uncontrollable Circumstance occurs only if an Uncontrollable Circumstance Event (i) directly and substantially affects the operations of a Facility; (ii) directly and substantially affects any Party in performing its obligations under this Contract; and (iii) the affected Party has no available Alternative Method for the services under this Contract.

The Parties agree an Uncontrollable Circumstance Event means the following:

21.1.1. riot,

21.1.2. war,

21.1.3. civil disturbance,

21.1.4. insurrection,

21.1.5. act of terrorism,

21.1.6. local impacts caused by an epidemic or pandemic including restrictions imposed by governmental authorities in response thereto,

21.1.7. landslide,

21.1.8. wildfires,

21.1.9. volcanic eruption,

21.1.10. earthquake,

21.1.11. flood,

21.1.12. FEMA declared disaster at or near a Facility,

21.1.13. simultaneous shutdowns of roadways and waterways as a result of 21.1.1 thru 21.1.12 above, or

21.1.14. Other events that are:

21.1.14.1. Similar in nature of 21.1.1 thru 21.1.12 above and meet the criteria set forth in Section 21.1; and

21.1.14.2. Approved by the County, acting reasonably, to be included as an Uncontrollable Circumstance Event.

21.1.15. The Parties agree an Uncontrollable Circumstance Event shall not include any other events other than those listed above.

21.2. Obligations In the Event of an Uncontrollable Circumstance. As soon as possible after the commencement of an Uncontrollable Circumstance Event, but not later than forty-eight (48) hours following the time a Party becomes aware that the Uncontrollable Circumstance Event is likely to cause an Uncontrollable Circumstance, the Party shall notify the other Parties in writing to the Parties' Program Representatives of the Uncontrollable Circumstance Event.

21.2.1. As promptly as possible, but not later than two (2) weeks following such written notice, the Party issuing notice of the Uncontrollable Circumstance Event shall provide to the other Parties in writing to the Parties' Program Representatives a description of (1) the Uncontrollable Circumstance Event, (2) the date the Uncontrollable Circumstance Event began and its estimated duration, and (3) the estimated impact on any Party's obligations under this Contract.

21.2.2. Upon Parties mutual agreement of the occurrence of an Uncontrollable Circumstance, the Parties agree the occurrence of an Uncontrollable Circumstance will not result in an automatic termination of this Contract.

21.2.3. Upon Parties mutual agreement of the occurrence of an Uncontrollable Circumstance, the Parties may allow for the temporary suspension or modification of service for a specified time period but not longer than the duration of the Uncontrollable Circumstance. This suspension or modification will not be a breach of the Contract or result in liability for loss, damage, or delay so long as:

21.2.3.1. The affected Party has in place a contingency plan to minimize the disruption of services required under this Contract and the plan has been approved by County and the appropriate regulatory agencies;

- 21.2.3.2. The affected Party works with the other Parties at the start of the Uncontrollable Circumstance to develop and implement alternatives to minimize disruption and continue providing all possible services required under this Contract; and
- 21.2.3.3. The affected Party shall, as promptly as possible, use commercially reasonable efforts to eliminate the cause of the Uncontrollable Circumstance and reduce the costs of any alternatives.
- 21.2.4. Upon Parties mutual agreement of the occurrence of an Uncontrollable Circumstance, the Parties agree the Contractor shall not receive additional compensation for any such increase in the Contractor's direct costs of services resulting from such Uncontrollable Circumstance if such direct costs are less than 4% of the then current Tip Fees over a consecutive three (3)-month period.
- 21.2.5. Upon Parties mutual agreement of the occurrence of an Uncontrollable Circumstance, the Parties agree the County, Vancouver, or County successor reserves the right to purchase the Regional Transfer Station Site(s) affected by the Uncontrollable Circumstance if the any such estimated increase in the Tip Fees resulting from such Uncontrollable Circumstance is more than 25% of the then current Tip Fees over a consecutive twelve (12)-month period. Upon exercising the right to purchase, the County shall have the first right to purchase followed by Vancouver followed by County successor to purchase one or both the West Van and CTR Regional Transfer Station Site(s) for a purchase price of one dollar (\$1) per Regional Transfer Station Site, and the City of Washougal shall have the first right to purchase followed by the County followed by the County successor to purchase the Washougal Regional Transfer Station Site for the purchase price specified in that separate agreement between the Contractor and the City of Washougal (collectively, the "Purchase Option"). Notwithstanding the foregoing, the County or successor may require the Contractor to repair or rebuild those Facilities and recover the Cost of that work by means of an increase in Tip Fee.
- 21.2.6. For any Uncontrollable Circumstance which the Contractor requests additional compensation, the Contractor shall fully demonstrate and document the need for the additional compensation to the County Program Representative's satisfaction and approval, acting

reasonably, as a precedent to the Contractor's right to a compensation increase under this contract.

21.2.7. If the Parties do not mutually agree to allow for the temporary suspension or modification of service as stated above or the occurrence of an Uncontrollable Circumstance that has an estimated duration that is longer than thirty (30) calendar days, the Parties shall pursue one or more of the following courses of action:

21.2.7.1. Amend the Contract until expiration of the Uncontrollable Circumstance;

21.2.7.2. Resolve any disputes related to the Uncontrollable Circumstance in accordance with Section 2.13 Dispute Resolution; or

21.2.7.3. Terminate the Contract.

21.2.8. If the Parties mutually agree to amend the Contract until expiration of the Uncontrollable Circumstance, the Parties shall, as promptly as possible, use commercially reasonable efforts to eliminate the cause and reduce costs thereof. The Parties shall mutually agree to include recordkeeping and reporting requirements relating to the Uncontrollable Circumstance in the amendment to the Contract.

21.2.9. Upon any Party's awareness of cessation of such Uncontrollable Circumstance, such Party shall promptly notify the other Parties in writing to the Parties' Program Representatives of cessation of the Uncontrollable Circumstance.

22. Severability. If any provision of this Contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

23. Time is of the Essence. Time is of the essence in this Contract. The Contractor agrees to work promptly and fully complete the work within the limits as described herein. Time is of the essence with respect to all obligations under this Contract. The County's or Cities' failure to object to timely performance or the continued payment of compensation is not and shall not be construed as a waiver of this provision.

24. No Third-Party Beneficiaries. No provision of this Contract is intended to, nor will it be construed to, create any third-party beneficiary, or provide any rights or benefits to any person or entity other than the County, Cities, and the Contractor.

EXHIBIT A STATEMENT OF WORK

1. **Definitions.** For the purposes of the Contract and the contract documents, the following terms shall have the following meanings:
 - 1.1. **Acceptable Waste** means any materials or substances that are currently or in the future are included in the definition of “solid waste” under Applicable Law excluding Unacceptable Waste.
 - 1.2. **Administrative/Regulatory Fee** means any County-imposed fee, charge or surcharge to pay costs related to Regional Solid Waste System, including but not limited to, planning, administration, environmental improvements, Regional Transfer Stations, closure, and post-closure of previously operating facilities in the County, financing for any of those purposes or related activities.
 - 1.3. **Agreed Maximum Price (AMP)** means the agreed maximum cost of Phase Two Services to complete final design, permitting, environmental review if applicable, construction and commissioning of a specific Capital Improvement Project that is being implemented using some form of Alternative Project Delivery, including the Contractor’s contingency, negotiated support services, allowances, and all applicable taxes and fees. The AMP may be modified as agreed upon by all Parties through approved amendments or change orders.
 - 1.4. **Alternative Project Delivery (ADP)** means a project delivery method that could be led by a General Contractor – Construction Manager (GCCM) or by a Design-Build (DB) contractor pursuant to chapter 39.10 RCW, or RCW 36.58.090.
 - 1.5. **Appliances** means solid waste that is a device utilized for residential functions including but not limited to refrigerators, freezers, stoves and ranges, ovens, cook tops, dishwashers, washing machines, dryers, water heaters, air conditioners and dehumidifiers, and other residential large devices containing and not containing chlorofluorocarbons (CFCs).
 - 1.6. **Applicable Law** means all federal, state, or local statutes, rules, codes, regulations, resolutions, and ordinances that relate to or affect the County, Vancouver, other Cities, Contractor, any equipment, or properties (including any component thereof) utilized by the Contractor or the performance of any Party’s obligations hereunder.
 - 1.7. **Asbestos** means “asbestos” or “asbestos-containing waste materials,” or any successor term, as provided in 40 CFR § 61.141 (found in Chapter 1

Environmental Protection Agency Subchapter C Air Programs Part 61 National Emissions Standards for Hazardous Air Pollutants Subpart M National Emission Standard for Asbestos).

- 1.8. **Ash** means Municipal refuse ash and sewage sludge incinerator ash disposed in accordance with applicable laws and permits.
- 1.9. **Biosolids** means “biosolids,” or any successor term, as provided in RCW 70A.226.010 and regulations promulgated thereunder.
- 1.10. **Bulky Waste** means solid waste too large to be pushed directly into the compactor and may require special handling on the tipping floor by heavy equipment.
- 1.11. **Business Day** means Monday through Friday, from 8:00 A.M., Pacific Time to 5:00 P.M., Pacific Time, and excludes Saturday, Sunday, and Washington State legal holidays.
- 1.12. **Capital Improvement Project or Project** means a facility improvement project identified by the County and Vancouver in the RSWFP.
- 1.13. **Chassis** means a Tractor-drawn trailer that conforms to the Contract and is designed for over-the-road Transport of a Container.
- 1.14. **City or Cities** means one or more incorporated cities or towns in the County that participate in the CSWMP and has a current Interlocal Agreement with the County related to use of the Regional Solid Waste System.
- 1.15. **City Representative** means the person, or a designee, designated by a City to receive notices related to this Contract.
- 1.16. **Commercial Drop Box** means a detachable steel-body container, with a capacity of 10 yards or greater, that is designed for transport of solid waste from a single customer from a single location and is transported by a commercial vehicle.
- 1.17. **Commercial Vehicle** means a self-unloading vehicle, with a capacity of 10 yards or greater, that is designed for transport of solid waste.
- 1.18. **Comprehensive Solid Waste Management Plan (CSWMP)** means the County's Comprehensive Solid Waste Management Plan adopted in accordance with chapter 70A.205 RCW.

- 1.19. **Construction, Demolition, and Land-clearing Waste** means solid waste that is dry waste that results from construction, renovation, repair, or demolition of buildings, roads, or other structures, or from land-clearing activities.
- 1.20. **Consumer Price Index (CPI)** means the Consumer Price Index computed by the United States Department of Labor, Bureau of Labor Statistics (BLS), for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue Area, or a successor index produced by the United States government. In the event that BLS no longer publishes the identified index, the Parties will agree to a substitute successor index.
- 1.21. **Container** means any steel-body container that conforms to the specifications of this Contract and that is designed for transport of solid waste. Containers shall be tightly sealed; shall not allow the release of solid waste, including liquids, or allow the attraction or release of vectors; shall not allow the infiltration of liquids into or leakage of leachate or other liquids or any solid waste or odors from the container; and shall be capable of withstanding the expected heavy use from handling compacted solid waste to the Disposal Site.
- 1.22. **Contaminated Soils** means any soils that are currently or in the future are included in the definition of “contaminated” under Applicable Law.
- 1.23. **Contract** and **Contract Documents** means this Contract, including attachments and exhibits, that may be amended, modified, and supplemented from time to time in writing by mutual agreement of the Parties.
- 1.24. **Contractor** means Columbia Resource Co., L.P., its successors or assigns.
- 1.25. **County** means Clark County, a political subdivision of the State of Washington, its successors or assigns.
- 1.26. **County Solid Waste Fund (Fund 4014)** means the designated County operations and administrative enterprise fund maintained by the County. All revenue received from the Administrative/Regulatory fees and the County Health Fee as adopted or amended paid to the County by the Contractor under the Contract, all Solid Waste Implementation revenue received by the County from the Washington Department of Ecology under its Local Solid Waste Financial Assistance (LSWFA) grant program or other programs intended to support regional planning, outreach, and other implementation efforts of the Regional System. This fund also collects administrative fees paid to the County from Yard Debris or Recycling Collection contracts administered by the County, the County’s allocation of the Residential Recycling Revenue (based on

volumes collected from County generators), and the Solid Waste Enforcement allocation of the Ecology LSWFA grants.

- 1.27. **Design-Bid-Build (DBB)** means a project delivery method in which the Contractor directly employs a Design Professional for the design of a Capital Improvement Project and separately employs a construction team led by a General Contractor for the construction of the Capital Improvement Project, as set forth in chapter 39.04 RCW.
- 1.28. **Design-Build (DB)** means a range of project delivery methods that are led by a General Contractor (GC) who is responsible for hiring a Design Professional and construction Subcontractors to implement a Capital Improvement Project's design and construction, as set forth in chapter 39.10 RCW.
- 1.29. **Design Documents** means the plans and specifications developed for the Contractor by a Design Professional and reviewed and accepted by the County.
- 1.30. **Design Professional** means a licensed firm or individual employed by the Contractor or by the General Contractor and approved by the County and Vancouver responsible for design of a Capital Improvement Project.
- 1.31. **Designated Capital Improvement and Maintenance Restricted Fund (DCIMRF)** means a restricted interest-bearing fund approved by the County and established and maintained by the Contractor for the sole purpose of funding select capital improvement and maintenance explicitly authorized by Attachment A.1. Any interest earned must remain within the fund. Accessing resources from the Designated Capital Improvement and Maintenance Restricted Fund, including both contributions and any interest, requires formal written approval from the County.
- 1.32. **Designated Capital Improvement and Maintenance Restricted Fund Contribution** means the Contractor's payment to the Designated Capital Improvement and Maintenance Restricted Fund that shall be directed to the Regional Solid Waste System as explicitly authorized by Attachment A.1.
- 1.33. **Disposal or Dispose** means all work, services, or operations performed by the contractor under the Contract on or after the time that solid waste enters the boundaries of Regional Transfer Stations and until it is left or deposited at the Disposal Site.
- 1.34. **Disposal Site** means a landfill or other type of solid waste handling facility legally permitted and operated in compliance with applicable law designed to

safely dispose of any solid waste managed under this Contract and as specified in Exhibit A.1-2.

- 1.35. **Drop-off Area** means the area within the Regional Transfer Stations for use by Small Quantity Generators for delivery of Program Drop-off Materials.
- 1.36. **Electronics** means computer monitors, computer CPUs, computer laptops, televisions, and other electronics accepted under the State of Washington's E-Cycle Washington program.
- 1.37. **Facility or Facilities** means the facility or facilities including all real property and equipment owned, operated, or used by the Contractor to perform its obligations under the Contract including, but not limited to, the Regional Transfer Stations, transport facilities, Disposal Site, and any other facilities or capital equipment described in the Contract.
- 1.38. **Fee** means the rates or other charges explicitly authorized by the Contract.
- 1.39. **Final Completion** means the date established in an amendment to Attachment A.3 for a specific Capital Improvement Project for final completion of construction services for that Project.
- 1.40. **Food Waste** means "food waste", or any successor term, in RCW 70A.205.715 and regulations promulgated thereunder.
- 1.41. **Fuel Index** means the fuel index computed by the U.S. Energy Information Administration, for West Coast Retail Price Series for On-Highway No 2. Diesel Ultra Low Sulfur (0-15ppm) Fuel, Index No. PADD5, or a successor index produced by the United States government.
- 1.42. **General Contractor (GC)** means a qualified construction contractor employed by the Contractor or subcontractor and approved by the County and Vancouver responsible for construction of a Capital Improvement Project.
- 1.43. **Hazardous Waste** means any waste, material, or substance that is not excluded from regulation as "hazardous waste" or "dangerous waste" by application of hazardous waste or dangerous waste regulations adopted by the United States Environmental Protection Agency, the Washington State Department of Ecology or the Oregon State Department of Environmental Quality and that now or hereafter:

- a) is required to be dealt with as hazardous waste under regulations promulgated by the United States Environmental Protection Agency at 40 CFR part 261;
- b) contains a radioactive material the storage or disposal of which is regulated by state or federal law or regulation; or
- c) is designated a "dangerous waste" or "extremely hazardous waste" by regulations adopted pursuant to chapter 70A.300 RCW or applicable Oregon law.

Certain waste that is not classified as Hazardous Waste as of the effective date of the Contract within one of subsections a) through c), above, may after that date come within the scope of one or more of those subsections as determined by a governmental entity with jurisdiction; certain other waste that is within one of those subsections may cease to be recognized as a Hazardous Waste as defined herein. Accordingly, any waste, material, or substance shall be deemed Hazardous Waste only so long as and to the extent that it is included in at least one of subsections a) through c) above at any time during the life of this Contract.

1.44. **Host Fee** means a Fee charged by jurisdiction where a Facility is located.

1.45. **Household Hazardous Waste (HHW)** means any source-separated substance that customarily is produced or distributed for sale or used by individuals in or around a residence, is ignitable, corrosive, reactive, or toxic as defined in or contains a substance listed in 40 CFR part 261 and "Appendices". The term does not include waste produced, used, stored, or disposed by commercial, industrial, and other non-residential persons, or solid waste that is not Household Hazardous Waste as defined in regulations or guidance issued under chapter 70A.300 RCW. Household Hazardous Waste does not include waste generated by Small Quantity Generators as that term is used in chapter 70A.300 RCW.

1.46. **Interlocal Agreement** means any Solid Waste Interlocal Agreements entered into between the County and municipalities located within the County for the contracted disposal of Solid Waste generated within the County.

1.47. **Load** means the process by which, and the status of a container after which solid waste is placed inside a container or trailer and prepared for transport.

- 1.48. **Loading/Unloading Facility** means the Facility used to load or unload containers of solid waste on or off barges for transport to or from the Disposal Site and to unload empty containers on or off barges for transport to the Regional Transfer Stations.
- 1.49. **Maintenance** means any and all routine and non-routine activities, including but not limited to inspection, service, repair, renewal, and replacement, required or recommended by the manufacturer, or by industry standards of practice.
- 1.50. **Minimum Fee** means a weight-based Fee that County may require to be charged at Regional Transfer Station customers established by the County that includes a Transaction Fee plus the weight of the load up to a certain weight threshold. The Minimum Fee does not apply to loads above the weight threshold.
- 1.51. **Medical Waste** means “Medical waste”, or any successor term, in WAC 173-304-100 et seq. or successor provisions.
- 1.52. **Non-Performance Fee** means any fee, charge, or surcharge to Contractor for failure to perform services in accordance with the Contract.
- 1.53. **Notice to Proceed** means a written directive issued by the County to the Contractor to commence work on a Capital Improvement Project.
- 1.54. **Open Top Container** means any Container that is open on top and equipped with a tarp or cover system that conforms to the specifications of this Contract and is designed for trucking and barge shipment.
- 1.55. **Organic Materials** means “organic materials”, or any successor term, in RCW 70A.205.015 and regulations promulgated thereunder.
- 1.56. **Person or Persons** means any individual, firm association, co-partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity.
- 1.57. **Phase One Services** means planning, design, permitting, environmental, and cost estimating services performed by the Contractor on a Capital Improvement Project that is implemented using an Alternative Project Delivery method.
- 1.58. **Phase Two Services** means final design, pricing, and construction services performed by the Contractor on a Capital Improvement Project that is implemented using an Alternative Project Delivery method.

- 1.59. **Pre-packed Waste** means any pre-loaded waste that is marketed by the Contractor for transport from Regional Transfer Stations and has been accepted and received at Regional Transfer Stations ready for Transport.
- 1.60. **Processing Site** means a Recycling Processing Center or other type of facility permitted and operated in compliance with applicable law designed to transform or remanufacture waste materials into usable or marketable materials for use other than for landfill disposal or incineration.
- 1.61. **Program Drop-off Materials** shall include, at a minimum the material listed in Exhibit A.1-4.
- 1.62. **Program Food Waste Materials** shall include, at a minimum those food waste listed in Exhibit A.1-4.
- 1.63. **Program Organics Materials** shall include, at a minimum those organics listed in Exhibit A.1-4.
- 1.64. **Program Recyclable Materials** shall include, at a minimum those recyclables approved by the County listed in Exhibit A.1-4 and Exhibit A.2-6.
- 1.65. **Program Representative** means the one person, or a designee, designated by each of the County and Vancouver, on the one hand, and Contractor, on the other hand, to administer and monitor the provisions of this Contract.
- 1.66. **Program Yard Debris Materials** shall include, at a minimum those yard debris listed in Exhibit A.1-4.
- 1.67. **Project Amendment** means a written amendment to the Attachment A.3 that incorporates Phase One Services for a Project implemented using an Alternative Project Delivery method, or that incorporates design and/or construction services under a Design-Bid-Build delivery method.
- 1.68. **Project Criteria** means Capital Improvement Project objectives, goals, standards and other technical requirements that are defined by the County and Vancouver.
- 1.69. **Purchase Option** means the option by one or more public entity(ies) to purchase an existing or future to-be-built transfer station, whether owned by another public entity or private owner.
- 1.70. **RCW** means the Revised Code of Washington.

- 1.71. **Receive or Receiving** means all work, services, or operations performed by the Contractor pursuant to this Contract on or after the time that solid waste enters the boundaries of Regional Transfer Stations or Recycling Processing Center until the solid waste exits the boundaries of such facility pursuant to the Contract.
- 1.72. **Recovered Materials** means those materials that are either source-separated or recovered from solid waste delivered to the Transfer Stations including the Recycling Processing Center and are prepared for reuse or sale.
- 1.73. **Recycling Collection Contractor** means any person delivering Source-Separated Recyclables to the Regional Solid Waste System Facilities pursuant to a contract with the County or Cities to collect Recyclables.
- 1.74. **Recyclables** means materials that are source-separated for recycling or reuse and delivered to the Regional Solid Waste System Facilities.
- 1.75. **Recycling** means the transformation or remanufacture of solid waste into usable or marketable materials for reuse or sale rather than Disposal including but not limited to the removal of Recyclable Materials from the waste stream. Recycling shall include all work, services, or operations performed by the Contractor pursuant to this Contract on or after the time that Recyclable Materials enter the boundaries of a Facility until they are left or deposited at a Recycling Site.
- 1.76. **Recycling Processing Center** means a Facility permitted and operated in compliance with applicable law designed to transform or remanufacture waste materials into usable or marketable materials for use other than for landfill disposal or incineration.
- 1.77. **Recycling Rebate** means a rebate established by the County applied to residential customer or Small Quantity Generator customer simultaneously delivering a load of Acceptable Waste for disposal and Source-Separated Recyclables for recycling to the Drop-off Area. The Recycling Rebate may be applied towards the disposal fee (by weight) and cannot be applied towards the Transaction Fee for a single transaction.
- 1.78. **Regional Solid Waste System Facility Master Plan (RSWSFMP)** means a capital improvement planning document prepared by the County and Vancouver for Capital Improvement Projects at the Regional Transfer Stations.

- 1.79. **Regional Solid Waste System or Regional System** means the County system for collection, transportation, transfer, disposal of solid waste and processing of recyclables and other materials as described in the Plan.
- 1.80. **Regional Solid Waste System Fund (RSWSF)** means the designated County Fund 6318 and is an interest-bearing special revenue fund established and maintained by the County or County successor for the sole purpose of funding the Regional Solid Waste System explicitly authorized by Attachment A.1. Any interest earned must remain within the fund.
- 1.81. **Regional Solid Waste System Fund Contribution** means the Contractor's payment to County that shall be directed to the RSWSF as explicitly authorized by Attachment A.1.
- 1.82. **Regional Transfer Stations** means the designated transfer facilities and parcel(s) upon which the Station facilities sit and identified in the CSWMP or RSWSFMP including Central Transfer Station, West Vancouver Transfer Station and Processing Center, Washougal Transfer Station, and any additional transfer stations to be constructed for the Regional System.
- 1.83. **Regional Transfer Buildings** means the primary enclosed operations building at Regional Transfer Stations used for receiving, processing, and loading of solid waste as required under this Contract.
- 1.84. **Renewal and Replacement** means, as it pertains to Maintenance of Facilities, the removal of subject facility component material, equipment, or element and installation of an equal or better material, equipment, or element as approved by the County and Vancouver.
- 1.85. **Residual Recycling Waste** means solid waste generated during the processing of Recyclable Materials.
- 1.86. **Sealed Container** means any fully enclosed Container equipped with rear doors that conforms to the specifications of this Contract and is designed for trucking and barge shipment.
- 1.87. **Sharps** means household sharps, including medical instruments such as needles, acupuncture needles, IV tubing with needles, scalpel blades, lancets, glass tubes, and syringes that are segregated from other Accepted Waste, placed in a designated intermodal container, placed in a segregated area of the Regional Transfer Station Site.

- 1.88. **Small Quantity Generators** means “Small quantity generator”, or any successor term, in WAC 173-303-040 et seq. or successor provisions.
- 1.89. **Solid Waste** means “Solid waste”, or any successor term, under RCW 70A.205.015 and regulations promulgated thereunder.
- 1.90. **Source-Separated** means Recyclable Material that is kept separate from non-recyclable solid waste by the original generator of that solid waste.
- 1.91. **Special Handling Fee** means an additional fee for customers with waste material requiring special handling based on the resources required for proper disposal or processing, unless otherwise specified in Exhibit A.1-7.
- 1.92. **Special Waste** Special Waste means any waste (even though it may be part of a delivered load of waste), that is otherwise considered Acceptable Waste but by virtue of its unique properties, requires special handling and are collected, processed, recycled and/or disposed of separately from other Acceptable Wastes as defined and is thereby subject to special compensation as specified in Exhibit A.1-7. Special Waste includes but is not limited to:
- a) Dead animals over 200 pounds;
 - b) Tires;
 - c) Batteries;
 - d) Used motor oil and antifreeze;
 - e) Medical Waste;
 - f) Discarded or abandoned vehicles or parts thereof;
 - g) Discarded White Goods Appliances and industrial appliances;
 - h) Discarded furniture and mattresses;
 - i) Asbestos packaged and handled in accordance with applicable laws and permits;
 - j) Wastes listed under Section 1.104 e;
 - k) Municipal refuse ash and sewage sludge incinerator ash disposed in accordance with applicable laws and permits;

- l) Residue or debris from the cleanup of a spill or release of chemical substances, commercial products, or wastes that require special approval by the Oregon Department of Environmental Quality;
 - m) Soil, water, residue, debris, or articles that are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, transport, or disposal of wastes that require special approval by the Oregon Department of Environmental Quality;
 - n) Sewage sludge dewatered in accordance with applicable state and federal regulations;
 - o) Restaurant waste grease;
 - p) Residue and debris from wastewater treatment plant operations; or
 - q) Other wastes that because of a change in applicable law may no longer be treated as Acceptable Waste but may be handled under special requirements set forth in an applicable statute, rule or permit, or as otherwise approved by the County Program Representative.
- 1.93. **State/Local Fee** means a governmentally imposed fee, tax, surcharge or similar charge on solid waste handling services, including but not limited to solid waste transportation and disposal services. The term does not include: federally imposed fees, taxes, surcharges or other charges levied equally on solid waste handling in all states; the County's Administrative/ Regulatory Fee or Fees; taxes, surcharges or other charges imposed on Waste handling by any city or county in which a Disposal Site is located; or state corporate or personal income taxes.
- 1.94. **Stormwater Management System** means the stormwater drainage collection, holding, pumping, and management system at Facilities.
- 1.95. **Subcontractor** means any entity, supplier, or other vendor contracted directly or indirectly by the Contractor to complete Work required under this Contract and shall include any General Contractor unless otherwise specified.
- 1.96. **Substantial Completion** means the date on which the Work of a Capital Improvement Project is sufficiently complete in accordance with the Supplemental Project Amendment for that Project so that the Project can be used for its intended purposes.

- 1.97. **Supplemental Project Amendment** means a written amendment to Attachment A.3, in a form mutually agreeable and executed by the County and Contractor, for a specific Capital Improvement Project that sets forth, among other things, the scope, budget, and schedule for Phase Two Services of a Capital Improvement Project implemented by an Alternative Project Delivery method.
- 1.98. **Surety** means the Person approved by the County that provides a performance bond, letter of credit, or other similar instrument required under the Contract guaranteeing or providing funds to guarantee performance of the Contractor's obligations under the Contract.
- 1.99. **Surface Water Management System** means the surface drainage collection, holding, pumping, and management system at Facilities. Surface Water Management System and Stormwater Management System are used interchangeably.
- 1.100. **Tires** mean any commercial or passenger vehicle tire on or off rim.
- 1.101. **Trailer** means any steel-body container, closed-top or open-top, equipped with axle sets and licensed for use on public roadways that conforms to the specifications of this Contract and that is designed for transport of loaded solid waste.
- 1.102. **Transaction Fee** means the Contractor collected and retained payment for each qualified transaction at a Regional Transfer Station except as excluded in Exhibit A.1-7.
- 1.103. **Transfer Station Services** means operation, including but not limited to loading solid waste into containers, services Drop-off Areas, and hauling waste to the Transport Facilities, of the Regional Transfer Stations and maintenance of the Regional Transfer Stations.
- 1.104. **Transport, Transport Services, or Transporting** means all work, services, or operations performed by the Contractor pursuant to this Contract on or after the time that solid waste exits the boundaries of Regional Transfer Stations until the solid waste enters the boundaries of the Disposal Site pursuant to the Contract.
- 1.105. **Unacceptable Waste** means solid waste that is not acceptable for management at Regional Transfer Stations or disposal at Disposal Site based on applicable law or by written notice by County Program Representative. Unacceptable Waste shall include:

- a) Hazardous Waste;
 - b) Substances or materials used for fertilizer or other agricultural purposes including but not limited to crop production or raising fowl or animals;
 - c) Septic tank pumpings;
 - d) Other wastes prohibited from Disposal at the designated Disposal Site by Applicable Law including but not limited to permit or permit condition; or
 - e) Acceptable Waste that because of its size, weight, or shape, cannot be handled by Regional Transfer Station or Transport Facilities including but not limited to concrete, rocks or stumps over three feet in diameter, construction debris (large structural timber or steel), or other materials designated by the County.
- 1.106. **Unsecured Load** means a load of solid waste that has not been securely fastened, covered, or both to prevent the covering or any part of the load from becoming loose, detached, or leaving the vehicle while the vehicle is moving.
- 1.107. **Unsecured Load Fee** means a fee or surcharge for litter control applied to an Unsecured Load delivered by a customer to a staffed Regional Transfer Station Site and pursuant to applicable Washington State law, such as RCW 46.61.655 and RCW 70A.200.120 as adopted or amended.
- 1.108. **Vancouver** means the City of Vancouver, a Charter City of the First Class and a municipal corporation of the State of Washington, and its successors or assigns.
- 1.109. **WAC** means the Washington Administrative Code.
- 1.110. **Wood Waste** means “Wood waste”, or any successor term, in WAC 173-304-100 et seq. or successor provisions.
- 1.111. **Work** means all design, construction, and other services required by Attachment A.3, including, as context indicates, the management of design, construction procurement, and furnishment of all materials, equipment, services, and labor reasonably necessary to fulfill its obligations under the Contract.
- 1.112. **Work Product** means the drawings, specifications, cost estimates, schedules, and other planning, design, and construction documents (including record drawings) provided to the County and Vancouver by the Contractor for a Capital Improvement Project.

1.113. **Yard Debris** means “Yard debris”, or any successor term, in RCW 70A.205.015 and regulations promulgated thereunder.

2. **Mandatory/Minimum Requirements**

The Parties agree the following are mandatory/minimum requirements for the Contract. If mutually agreed to by all Parties hereto, the Parties may agree additional and/or more stringent requirements may be set-forth in the Contract Documents including but not limited to the Attachments.

2.1 **Quality of Performance.** The Contractor and its officers, employees, agents, and Subcontractors shall perform every act or service to be performed under the Contract in a timely, skillful, and competent manner in accordance with the terms of this Contract and the standards of the transportation, solid waste, and recycling industry at the time the services are performed. The Contractor shall provide courteous customer service. The Contractor shall comply with all applicable health, safety, and environmental regulatory requirements. The Contractor shall be responsible to the County and Vancouver for any errors, deficiencies, or failures of the Contractor to perform in accordance with the Contract.

2.2 **Facilities and Personnel Minimum Requirements.** The Contractor warrants that the Facilities and personnel used in the performance of the Contract shall conform to the requirements of the Contract and the requirements of applicable law. The Contractor shall operate all Facilities in a safe and efficient manner. The Contractor shall supply and maintain all Facilities, including equipment, in reasonably good quality and condition (reasonable wear and tear excepted) and in sufficient quantities to facilitate the successful performance of the Contract. The Contractor shall control access to all Facilities in order to control access, prevent unauthorized traffic, eliminate illegal dumping, and other similar issues. The Contractor shall have sufficient skillful and competent personnel on-site at all Facilities during hours of operation. If any personnel are, in the opinion of Program Representative, incompetent, disorderly, or otherwise unsatisfactory, the Program Representative shall promptly document the conduct in writing and transmit the documentation to the Contractor with a demand that such conduct be corrected. If the conduct that is in the subject of a complaint is repeated, the Program Representative may require that the person be prohibited from performing any additional work under this Contract.

2.3 **Permits Minimum Requirements.** Unless otherwise provided in the Contract, the Contractor shall obtain, maintain, and pay for, at the Contractor's sole

expense, all permits required by law for its operations and activities under this Contract; provided, however, that the cost of building permits contemplated pursuant to Attachment A.3 shall be paid using the funds set aside in the DCIMRF and/or RSWSF. Permits shall include temporary and/or permanent governmental authorizations, approvals, licenses, certificates, inspection fees, surcharges, or other approvals required for the performance of this Contract. The Contractor shall provide to the County a list of all permits required for this Contract designating the issuing agency and the permits' respective dates of issuance and expiration, copies of all current permits, and the Contractor's schedule for obtaining or renewing all permits required during the term of the Contract. The Contractor shall be liable for all fines or civil penalties that may be imposed by any regulatory agency for the Contractor-caused violations of permits, laws, or regulations. Neither the County nor Vancouver shall be liable for and shall not reimburse the Contractor for payment of those fines or civil penalties. Nothing herein is intended to restrict the Contractor's right to contest any fine in an administrative proceeding or in court.

- 2.4 Recordkeeping and Reporting Minimum Requirements.** The Contractor shall keep accurate records of those matters required to be reported pursuant to Attachments, which reports shall be provided directly to the County and Vancouver in accordance with the provisions of this Contract and the applicable Attachments hereto. Except for non-GAAP reports, statements and/or other information requested by the County or Vancouver or otherwise required by this Contract, the Contractor shall at all times maintain an accounting system that uses generally accepted accounting principles for all services rendered and materials supplied, including additional and deleted work, in connection with this Contract. Contractor accounting records will be in a format that allows the County or Vancouver to review revenues and expenditures generated by each transfer facility and/or by business lines (MSW, Special Waste etc.) For purposes of this Contract, accounting records for each facility are to be maintained as individual facilities. The Contractor shall provide open book financial reporting for all items and services funded by the DCIMRF or RSWSF. Any other financial information of the Contractor requested by the County or Vancouver shall be provided to an independent third party, including the Washington State Auditor's Office, at whose facilities the County or Vancouver may review such financial information; provided, however, that the County or Vancouver shall not be permitted to make copies of such other financial information except as otherwise provided for in Section 13 of the Master Service Agreement.

2.5 Vectors and Pests, Spillage, Leakage, Litter and Odor, and Other Nuisances Minimum Requirements.

- 2.5.1 **Vectors and Pests.** The Contractor shall ensure the provision of services and operations in connection to this Contract shall be in a manner as to prevent vectors and pests including but not limited to coyotes, cats, possums, racoons, rodents, birds, and insects. The Contractor shall take reasonable steps to mitigate vectors and pests. The Contractor shall retain a vector and pest control contractor to develop and implement an Integrated Pest Management approach to control vectors. The Contractor shall take reasonable steps to prevent vectors and pests including but not limited to use of a vector and pest control contractor that services each Facility site on a regular basis, prohibit storage of materials, excluding recovered materials, outside of containers for lengthy periods (more than 24 hours).
- 2.5.2 **Spillage and Leakage.** The Contractor shall immediately clean up any spillage or leakage including leakage of fluids spilled from the Contractor's equipment, spillage of materials by the Contractor's employees or subcontractors, or any other spillage or leakage caused by the provision of services or operations in connection to this Contract. The Contractor shall maintain spill response kits at each facility. If a spill or leak occurs, the Contractor shall utilize absorbents to prevent the released substance from entering the surface water runoff collection system or the sanitary sewer system. The Contractor shall dispose of used absorbents properly, depending upon the composition of the spill.
- 2.5.3 **Litter.** The Contractor shall routinely, in a timely manner, pick up any litter caused by the provision of services or operations in connection to this Contract including but not limited to litter around facility buildings, facility areas, the site fence, parking areas, entrance gates, on-site roadways, and along the main transportation routes. The Contractor shall not allow litter to accumulate at the facility. The Contractor shall take reasonable steps to ensure all materials shall be contained, covered, and enclosed so that blowing of material or litter does not occur. The Contractor shall maintain Regional Transfer Station Building and Materials Recovery Building enclosed in a manner to prevent the release of material or litter outside of building or onto neighboring public property or private property with written approval from private property owner. To the extent open-topped Trailer Trailers are used, the Contractor shall tarp all open-topped Transfer Trailers prior to leaving the Facility and when Transfer Trailers

containing any materials are parked outside the Transfer Station Building. The Contractor shall conduct a daily litter cleanup at all Transfer Station sites each working day and consistent with Facility operations plan.

2.5.4 Odor. The Contractor shall maintain the Facilities and equipment found in the County in a manner that minimizes odors.

2.5.5 Other Nuisances. The Contractor shall ensure the provision of services or operations in connection to this Contract shall take reasonable measures to prevent nuisances, such as but not limited to vectors, spillage and leakage, litter, odor, noise, or other nuisances. The Contractor must immediately address and shall, in a timely manner, resolve any nuisance complaints made by the County, Vancouver, other Cities, and/or the public.

2.6 Facility Capacity. For any Regional Transfer Station operating in excess of daily capacity per Applicable Law, the Contractor shall at a minimum manage the daily capacity of solid waste generated in the County and implement reasonable measures to manage excess solid waste generated in the County. For all other Facilities, the Contractor shall manage all solid waste generated in the County. The Parties shall work cooperatively to implement reasonable measures to maximize queueing areas at each Facility to minimize the queueing of vehicles off the Facility Site, including but not limited to roadways.

2.7 Right to Inspection and Entry. Excluding as otherwise stated herein, the County and Vancouver shall have access to Facilities at all times, without cost and be granted without prior notification. The County and Vancouver shall have access to all books, records, electronic files, data, and documents related to this Contract. Such access to all books, records, electronic files, data, and documents related to this Contract shall, at all times, be without cost and be granted with reasonable prior notification; provided, however, that such review shall be conducted in accordance with all Attachments. The County shall have access to inspect the Regional Transfer Station Sites, Loading Facilities and Disposal Sites, and other property and equipment associated with the Contractor's operations, and to observe the Contractor's compliance with the provisions of the Contract. Such access shall, at all times, be without costs and be granted without prior notification. All inspections and observations shall be conducted in a manner to minimize interference with the Contractor's operations.

2.8 Not a Put or Pay Contract. The Parties agree this is not a “put or pay” contract. The Parties agree there is no minimum tonnage that is required to deliver to Contractor under this Contract.

2.9 Compensation. Compensation for the Contractor’s services will be as stated in Attachments A.

2.10 County and Cities Right to Establish Diversion Programs. The Parties agree that the County and Cities reserve the right to establish diversion programs. The Contractor agrees that nothing contained in this Contract shall be construed to prevent the County, Cities and/or other persons from establishing diversion programs that recycles, composts, or otherwise diverts all or a portion of solid waste that would have otherwise been delivered to Facilities under this Contract.

2.11 County and Cities Right to Award Other Contracts. The Contractor, the County and Vancouver agree that the County, Vancouver, and other Cities reserve the right to grant other contracts for the Solid Waste services and Recycling services, so long as those contracts do not conflict with the obligations to the Contractor under this Contract. The Contractor shall cooperate with other firms, contractors, or subcontractors engaged by the County, Vancouver, and other Cities, and with County and/or City municipal, contracted, or franchised haulers so that any project and the CSWMP may be implemented in the most efficient and timely manner, without interfering with work on related projects.

2.12 Successors and Assignment. The terms, provisions, and conditions of this Contract shall extend to, be binding upon, and inure to the benefit of the Parties, their respective successors, permitted assigns, and legal representatives. No Party may make any assignment or other transfer of the rights and/or obligations under this Contract without the prior written consent of the other Parties hereto, such approval to not be unreasonably withheld. In the instance of any assignment permitted hereunder, the assignor shall be released from further liability hereunder only upon the execution of an assignment and assumption document reasonably acceptable to the other Parties. Any assignment or other transfer in contravention of the terms and provisions of this Contract shall be void and of no force or effect.

2.13 DISPUTE RESOLUTION

2.13.1 Dispute Resolution Process. All claims, disputes, and other matters in question between the County, Vancouver, and the Contractor arising out of, or relating to, this Contract (except those matters specifically

identified in Section 2.13.6 as Major Disputes) shall be resolved in accordance with the following procedure: (A) negotiation, followed by (B) mediation, followed by (C) reference to the Independent Panel or, in the event of a Major Disputes, judicial resolution. During any dispute process, the timeframes herein may be modified as needed by written agreement of the parties without the need for a formal amendment of this Contract.

2.13.2 **Negotiation.**

- (A) The County, Vancouver, and the Contractor acknowledge the benefits of resolving, and attempting to resolve, all disputes by negotiation between themselves, without resort to any third parties, and agree therefore to negotiate in good faith to resolve all disputes before invoking any other method of dispute resolution as provided for in this Contract, provided, however, that the period of time for good faith negotiations shall not exceed thirty (30) days, unless a longer period is agreed to in writing by the parties.
- (B) In the event any dispute cannot be resolved within the thirty (30)-day period provided for negotiations, any party may serve upon any other party a Dispute Notice. Service of a Dispute Notice by Parties is a condition to the initiation of additional dispute resolution procedures under this Contract. A Dispute Notice shall describe the claim, dispute, or matter in question in detail sufficient to inform the mediator or Independent Panel of the relevant facts, issues and concerns, and describe the relief requested.

2.13.3 **Mediation.** Within seven (7) days of the service of a Dispute Notice, the parties shall by agreement select and designate a trained mediator to serve as a mediator in the dispute. If the parties cannot agree on the selection of a mediator, either party may request that the American Arbitration Association administer the mediation and select a mediator under its Commercial Mediation Procedures. The mediator so designated shall fix a time and place for the mediation, which date shall not be later than fourteen (14) days from the date the mediator was selected, unless the mediator's schedule cannot accommodate fourteen (14) days, in which case the mediation shall be schedule as soon thereafter but in no event more than thirty (30) days after the mediator is selected. The mediator shall give the parties at least five (5) business days written notice of the initial mediation session.

The mediator shall meet with the parties until either (A) the dispute is resolved or (B) the mediator or any party decides that further meetings will not likely result in a resolution by agreement. All costs and expenses incurred at mediation shall be shared equally between the County, Vancouver, and the Contractor.

2.13.4 Independent Panel. The parties agree to establish, within forty-five (45) days after issuance of any Dispute Notice or fifteen (15) days after the conclusion of any mediation, whichever date is later, an Independent Panel to arbitrate all disputes which the parties have been unable to resolve by negotiation and mediation. In the event of any dispute between the parties which the parties cannot otherwise resolve, either party may invoke the services of the Independent Panel by giving written notice to the other of its intent to invoke the Independent Panel. The Independent Panel shall consist of three (3) members chosen by agreement of the County, Vancouver, and the Contractor. Should the parties be unable to agree on all three, each party shall select one member and those two members shall select the third member. The Independent Panel shall consist of persons with expertise and experience in the operation of private or public solid waste transfer systems. It is intended that the members of the Independent Panel shall have expertise regarding the subjects raised by the Dispute Notice. All costs and expenses incurred by the Independent Panel in the performance of its duties and responsibilities shall be shared equally between the County, Vancouver, and the Contractor.

2.13.5 Independent Panel Arbitration. In the event the dispute is not resolved by mediation, the dispute may be referred to the Independent Panel for arbitration by its three (3) members. The Independent Panel shall set a hearing date at the earliest agreeable time.

The Independent Panel shall conduct itself in accordance with the Federal Rules of Evidence and Rules of the American Arbitration Association. The Independent Panel shall render its decision regarding the dispute within thirty (30) days of the notice of referral, unless the Independent Panel shall determine that additional time is necessary. In all matters other than Major Disputes, the decision of the Independent Panel in the matter shall be final and binding on the parties, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

2.13.6 Judicial Review. The parties acknowledge that there may be certain disputes that are of sufficient magnitude or involve matters of sufficient public interest such that they should be resolved in the public forums provided by the state or courts of Clark County, Washington having appropriate jurisdiction ("Major Disputes"). The parties shall first attempt to resolve Major Disputes by negotiation and mediation unless the parties agree that the nature of the dispute or other matters justify direct access to the courts. Major Disputes shall include but are not limited to (a) those in which the actual amount in controversy exceeds \$250,000, (b) disputes in which matters of public concern or interest (such as public health or safety) provide a reason for resolution of the dispute in a public forum, (c) disagreements arising from legal interpretation of this Contract or applicable laws, and (d) any alleged breach or violation of this Contract that may entitle the County or Vancouver to terminate this Contract. If there is a dispute regarding whether a dispute is a Major Dispute under this subparagraph, that matter shall be resolved by the Independent Panel.

3. Scope of Work

- 3.1 Regional Solid Waste System Transfer Station Services, Transport Services, Solid Waste Disposal Services, and Organics, Yard Debris, Hazardous Waste, and other specified Processing Services.** The Contractor shall perform Regional Solid Waste System Transfer Services, Transport Services, Solid Waste Disposal Services, and specified Recycling Services as set forth in Attachment A.1.
- 3.2 Recycling Processing Center Services.** The Contractor shall perform Recycling Processing Center Services as set forth in Attachment A.2.
- 3.3 Regional Solid Waste System Capital Improvements Services.** The Contractor shall perform Regional Solid Waste System Capital Improvements Services as set forth in Attachment A.3.
- 3.4 Other Regional Solid Waste System Transfer Services; Transport Services, Solid Waste Disposal Services; Recycling, Organics, Yard Debris, Hazardous Waste, and Other Material Processing Services; and Regional Solid Waste System Capital Improvements.** The Parties may agree to amend the Contract to include other Regional Solid Waste System Transfer Services; Transport Services, Solid Waste Disposal Services; Recycling, Organics, Yard Debris, Hazardous Waste, and Other Material

Processing Services; and Regional Solid Waste System Capital Improvements in addition to the services to be performed under Attachment A.1, A.2 and A.3.

MASTER SERVICE AGREEMENT
ATTACHMENT A.1
HDC.1818
between
CLARK COUNTY
P.O. Box 9825, Vancouver, WA 98666
and
CITY OF VANCOUVER
P.O. Box 1995, Vancouver, WA 98666
and
COLUMBIA RESOURCE CO., L.P.
6601 NW Old Lower River Road, Vancouver, WA 98660

Project: Comprehensive Solid Waste and Recycling Services and Regional Solid Waste System Capital Improvements Services

Description: Regional Solid Waste System Transfer Station Services, Transport Services, Solid Waste Disposal Services, and Organics, Yard Debris, Hazardous Waste, and Other Specified Processing Services

Supplier Contract Number: N/A

Contract Name: CCPH Columbia Resource Co. Solid Waste HDC.1818

MSA Contract Period: September 1, 2024 - December 31, 2032

Attachment A.1 Term: September 1, 2024 - December 31, 2032

County Contacts		
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Program	Fiscal	Contract
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Program	Fiscal	Contract
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By signing below, Clark County, hereinafter referred to as "County," City of Vancouver, hereinafter referred to as "Vancouver", and Columbia Resource Co., L.P., hereinafter referred to as "Contractor," agree to all terms and conditions, exhibits, and requirements of this contract.

CONTRACTOR:

Dan Schooler 08/27/24
Dan Schooler, Date
Western Region Vice President

CITY OF VANCOUVER:

Eric Holmes, Date
City Manager

CLARK COUNTY:

Kathleen Otto, Date
County Manager

APPROVED AS TO FORM ONLY:

Jonathan Young, Date
City Attorney

Amanda Migchelbrink 08/26/24
Amanda Migchelbrink, Date
Deputy County Prosecuting Attorney

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1. INITIAL TERM AND EXTENSIONS

- 1.1. Initial Term.** This Contract shall commence on September 1, 2024, at 12:00 AM, Pacific Time and shall terminate on December 31, 2032 at 11:59 PM, Pacific Time. This provision in no way limits the County's or Vancouver's authority to terminate this Contract, in its entirety or in part, at any time during the initial term pursuant to the Master Services Agreement Terms and Conditions Section 4 and Uncontrollable Circumstance Section 21.
- 1.2. Conditional Extension Term.** Irrespective of the ownership per Section 14, the County or County successor shall extend this Attachment A.1 upon substantial compliance with the Contract, including but not limited to meeting performance requirements herein, for an additional five (5) year and eight (8) months term commencing on January 1, 2033 at 12:00 AM, Pacific Time and shall terminate on August 31, 2038 at 11:59 PM, Pacific Time or the Parties may mutually agree to terminate this Attachment A.1 and the County or County successor may re-procure services. The Parties shall provide written notice of agreement to extend Attachment A.1 no later than one (1) calendar year prior to the termination of the then current term. This provision in no way limits the County's or Vancouver's authority to terminate this Contract, in its entirety or in part, at any time during the conditional extension term pursuant to the Master Services Agreement Terms and Conditions Section 4.

2. REGIONAL TRANSFER STATION SERVICES

- 2.1. Regional Transfer Station Service Hours of Operation.** The Contractor shall provide Regional Transfer Station Services in compliance with the Conditional Use Permit, Operations Plan and zoning for each Regional Transfer Station except when approved in writing by the County Program Representative and excluding holidays per this Section 2.1.2.
- 2.1.1. Conditional Use Permit as to Hours of Operation.** To the extent a current Conditional Use Permit for any Regional Transfer Station does not allow the hours of operation contemplated by this Contract (including this Section 2.1 and Section 2.4.1), the Contractor shall within thirty (30) calendar days following the effective date of this Contract submit necessary documentation to amend such Conditional Use Permit to the applicable jurisdiction and shall complete such amendment within a reasonable period of time. In the event the applicable jurisdiction does not grant the amendment to such Conditional Use Permit, the Parties agree that the failure to amend such Conditional Use Permit shall not constitute a breach or violation of this Contract, provided that such failure to amend is not caused by the Contractor's failure to respond to or comply with a reasonable request or condition of the applicable jurisdiction.

2.1.2. **Holidays.** The following shall be holidays for purposes of this Contract: New Year's Day, Thanksgiving Day, and Christmas Day. The Contractor shall observe all of the above-mentioned holidays by suspension of Regional Transfer Station Services on a holiday.

2.2. **Security of Regional Transfer Stations.** The Contractor is solely responsible for securing the Regional Transfer Station sites twenty-four (24) hours a day, three hundred sixty-five (365) days per year. The Contractor shall secure Regional Transfer Station sites during and after hours of operation such that no unauthorized entry is allowed. The Contractor shall surround Regional Transfer Station sites with a woven metal, masonry, or other fence of at least 6-foot height with lockable gates, to provide visual screening and security and such must be reasonably approved by the County Program Representative.

2.3. **Fire Protection and Life Safety of Regional Transfer Stations.** Within three (3) months following execution of the Contract and/or following completion of any significant facility modifications or for changes in existing operational procedures (regarding Hazardous Waste), the Contractor shall: submit to the Fire Marshal (of the Authority Having Jurisdiction) a comprehensive fire safety analysis that addresses the fire hazards of the facility and develops specific recommendations regarding fire hazards, facility operations, emergency response, fire watch protocols, fire detection systems, and fire protection systems. The analysis shall address the requirements of all applicable codes/standards and is subject to Fire Marshal (of the Authority Having Jurisdiction) approval. The fire safety analysis shall include but is not limited to these sections:

2.3.1. Fire Emergency Response Plan including: a site plan, water supply/fire hydrants, emergency access/security gates, fire lanes, fire department aerial road access locations, Knox box locations, building layout with access doors, locations of the fire sprinkler riser room and fire alarm panel location.

2.3.2. Shall cross-reference or incorporate elements of the Regional Transfer Station Operations Plan which shall detail site locations and procedures for proper storage of hazardous materials, battery collection/recycling, fire separation walls, emergency lighting, fire detection/fire watch, etc.

2.3.3. Shall establish a policy and procedures for a fire watch during and after hours of operation and fire watch protocol, which includes but is not limited to staffing and/or remote monitoring and alarm technology which must be approved by the jurisdictional Fire Marshal.

2.3.4. Shall establish a policy and procedure for off-spec or unique waste, and for vigilance in maintaining the inventory that can be protected by the fire protection system as designed and maintaining required separation of fire susceptible materials.

- 2.3.5. Demonstrate employee emergency response training, notification and evacuation planning procedures, maintain records of employee training.
- 2.3.6. Demonstrate compliance with Washington State Fire/Building Code, related national standards and local ordinances/development review standards.
- 2.3.7. Demonstrate compliance with NFPA 25 and NFPA 72 Inspection, Testing and Maintenance (ITM) reports for all fire protection systems on site.

2.4. Delivery of Materials.

- 2.4.1. **Delivery of Solid Waste Generated in the County and Cities to Regional Transfer Stations.** The Contractor shall accept all Solid Waste generated in the County and Cities delivered to any Regional Transfer Station. The County and Vancouver shall deliver all Solid Waste generated in the County and Vancouver and collected by County and Vancouver municipal, contracted, or franchised hauler to the Regional Transfer Stations. The County shall require any City served by the CSWMP to deliver all Solid Waste generated in such City and collected by such City's municipal, contracted, or franchised hauler to the Regional Transfer Stations.
- 2.4.2. **Delivery of Materials from Other Sources to Regional Transfer Stations.** The Contractor may accept materials generated from other sources and delivered to any Regional Transfer Station which is not included in Section 2.4.1 with prior written approval of the County Program Representative and subject to the written negotiated terms between the Parties. The Contractor shall not accept materials generated from sources and delivered to any Regional Transfer Station that is not included in Section 2.4.1 without prior written approval of the County Program Representative and compliance with the written negotiated terms between the Parties.

2.5. Receiving Services.

- 2.5.1. **Receiving Service Hours of Operation.** Except as otherwise provided herein, the Contractor shall accept all materials delivered to Regional Transfer Stations during Receiving services hours of operation.
 - 2.5.1.1. **Materials Other Than Household Hazardous Waste.** Excluding Household Hazardous Waste, the Parties agree that the Receiving services hours of operation at Regional Transfer Stations, excluding Washougal Regional Transfer Station, shall be from 6:00 A.M. to 6:00 P.M., Pacific Time on Monday, Tuesday, Wednesday, Thursday, and Friday and from 8:00 A.M. to 4:00 P.M., Pacific Time on Saturday at both Central

Regional Transfer Station and West Van Regional Transfer Station, and from 8:00 A.M. to 4:00 P.M., Pacific Time on Sunday at Central Regional Transfer Station. Excluding Household Hazardous Waste, the Parties agree that the Receiving services hours of operation at Washougal Regional Transfer Station shall be from 7:00 A.M. to 5:00 P.M., Pacific Time on Wednesday and Friday and from 8:00 A.M. to 4:00 P.M., Pacific Time on Saturday.

2.5.1.2. **Household Hazardous Waste.** For Household Hazardous Waste, the Parties agree that the Receiving services hours of operation at Regional Transfer Stations, excluding Washougal Regional Transfer Station, shall be from 8:00 A.M. to 4:00 P.M., Pacific Time on Friday, Saturday, and Sunday at Central Regional Transfer Station and from 8:00 A.M. to 4:00 P.M., Pacific Time on Friday and Saturday at West Van Regional Transfer Station. For Household Hazardous Waste, the Parties agree that the Receiving services hours of operation at Washougal Regional Transfer Station shall be 8:00 A.M. to 4:00 P.M., Pacific Time on the first and third Saturday of every month.

2.5.2. **Modification of Receiving Service Hours of Operation.** The County, with input from Vancouver and other Cities, reserves the right to modify the Receiving services hours of operation, including days of operation, if the Parties agree, including agreement to any changes in Receiving services, changes or implementation of Fees, or other agreed upon terms pursuant to Section 18.4.4 and Section 20.

2.5.3. **Inclement Weather or Other Unforeseen Circumstance.** In certain instances, due to inclement weather, higher than typical set outs, or other unforeseen circumstance, the Parties shall work cooperatively to shorten or extend the Receiving services hours of operation for County and Cities' municipal, contracted, or franchised hauler for any or all Regional Transfer Stations. If the Parties agree to shorten or extend the Receiving services hours of operation for County and Cities' municipal, contracted, or franchised hauler for any or all Regional Transfer Stations, the Contractor shall provide prompt written notice to County Program Representative and City Representatives of any changes to Receiving services hours of operation for any or all Regional Transfer Stations.

2.5.4. **Location of Receiving Services.** Excluding Program Drop-off Materials, Yard Debris, Hazardous Waste, and other material delivered for processing, the Contractor shall accept all Solid Waste and Organics inside the Regional Transfer Station Buildings. For Program Drop-off Materials, the Contractor shall accept such Program Drop-off Materials,

Yard Debris, Hazardous Waste, and other material delivered for processing at the designated areas per the approved Facility Operations Plan.

- 2.5.5. **Priority Access.** The Contractor shall provide priority access at Regional Transfer Stations to the County and Cities municipal, contracted or franchised hauler or department. Priority access means that the Contractor shall always provide service to the County and Cities municipal, contracted, or franchised hauler or department prior to all other Persons delivering materials.
- 2.5.6. **Vehicle Wait and Turnaround Time.** The Parties understand and agree vehicle wait and turnaround time impacts the operations of the Regional System. Therefore, the Parties shall work cooperatively to minimize vehicle wait and turnaround time. The Parties shall use reasonable efforts to achieve average times on site of no more than the average times referred to in Sections 2.5.6.1 and 2.5.6.2. The Parties agree the average vehicle turnaround times set forth herein may be adjusted by mutual agreement upon implementation of capital improvements to Regional Transfer Station sites.
 - 2.5.6.1. **Commercial Vehicle Turnaround Time.** The Parties shall work cooperatively to achieve weekly average times on site of no more than twenty (20) minutes from the time the inbound commercial vehicle leaves the scalehouse and the time such commercial vehicle returns to the scalehouse including any time spent in the outbound scale house queue.
 - 2.5.6.2. **Other Customers Vehicle Turnaround Time.** The Parties shall work cooperatively to achieve weekly average times on site of no more than thirty (30) minutes from the time the inbound non-commercial vehicle leaves the scalehouse and the time the non-commercial vehicle returns to the scalehouse including any time spent in the outbound scale house queue.
- 2.5.7. **Minimum Annual Recycling Requirement.** The Contractor shall use commercially reasonable efforts to recycle a minimum of ten percent Waste delivered to Regional Transfer Stations. The County and Vancouver reserve the right to prioritize materials to be targeted for the minimum annual recycling requirement ("MARR"). The Contractor shall calculate based on the inbound tonnage delivered to Regional Transfer Stations and the outbound tonnage from Regional Transfer Stations for Transport to Disposal Sites. The MARR will be reported annually and in accordance with Exhibit A.1-1.
- 2.5.8. **Inspection of Loads.** As part of Receiving services, the Contractor shall inspect in accordance with this Section the contents of all loads of

material delivered to Regional Transfer Stations to confirm such material does not contain Unacceptable Waste.

2.5.8.1. Timing of Inspection of Loads. The Contractor shall conduct inspections while a route vehicle or Person is unloading material at the Regional Transfer Station and prior to such route vehicle or Person leaving the Regional Transfer Station. The County Program Representative or City Representative for where such material was generated may be present to observe any inspection and may at its sole discretion and cost also inspect such material delivered to the Regional Transfer Station. If the County Program Representative or the City Representative for where such material was generated is not present, the Contractor shall notify the County Program Representative or City Representative for where such material was generated of the presence of Unacceptable Waste promptly upon discovery.

2.5.8.2. Rejection of Material. If the Contractor rejects any material, the Contractor shall provide the Person delivering such material with education as to the proper handling and management of such materials at the time such material is rejected. If the Contractor discovers Unacceptable Waste prior to delivering Person leaving the Regional Transfer Station, the Contractor may reject the material or return the Unacceptable Waste to such Person if deemed safe due to the nature of the material. If return to such Person is deemed unsafe due to the nature of the material, the Contractor shall coordinate for the safe management of the Unacceptable Waste and seek reimbursement from such Person for the actual reasonable cost of that disposal. The Contractor shall gather information and evidence, including photographs of any and all Unacceptable Waste and report to City Representative for where such material was generated, the County Program Representative and Vancouver Program Representative.

2.5.9. Ownership of Materials. Excluding rejected material in accordance with Section 2.5.8.2, ownership of the materials within a load shall remain with the Person delivering such material while the Person is at the Regional Transfer Station Site and shall pass to the Contractor immediately upon such Person leaving the Regional Transfer Station Site.

2.6. Transport Services.

2.6.1. Preparation for Transport. The Contractor shall prepare all material received at the Regional Transfer Stations in accordance with each

Facility's Operations Plan, prepared and submitted by Contractor to County Program Representative and approved by County Program Representative.

2.6.2. **Transport Destination.** The Contractor shall Transport all material received at Regional Transfer Stations to the designated Disposal Sites and designated Processing Sites, specified in Exhibit A.1-2, unless an alternative is required per the Contract or approved in writing by the County Program Representative and Vancouver Program Representative.

2.6.3. **Minimum Transport Equipment Requirements, Annual Adjustment and Condition.** The Contractor shall be solely responsible for any and all costs in the provision of transport equipment in sufficient quantities and condition to facilitate the successful performance of the Contract except as specified herein. The Contractor shall comply with the minimum transport equipment requirements and annual adjustment specified in Exhibit A.1-3. The Contractor shall store the Containers required by the minimum transport equipment requirements at one or more locations in Clark County.

2.6.3.1. **Initial Year Minimum Transport Equipment Requirements.** The Contractor shall comply with the minimum transport equipment requirements specified in Exhibit A.1-3. The Contractor shall acquire any and all additional transport equipment to comply with the minimum transport equipment requirements specified in Exhibit A.1-3 within three months of execution of the Contract unless the Contractor provides reasonable justification for not meeting the timeframe and justification for a longer period is agreed to in writing by the Parties.

2.6.3.2. **Annual Adjustment to Minimum Transport Equipment Requirements.** The Parties agree the minimum transport equipment requirements shall be increased annually based on any increase in Solid Waste outbound tonnages accepted from the prior July 1st to June 30th. The Parties agree the minimum transport equipment requirements shall not be decreased unless approved by the County in its sole discretion. The Parties also agree the Contractor will account for obsolete containers and ensure that minimum transport equipment requirements are not reduced by attrition each year and that the minimum transport equipment and containers shall be dedicated for the exclusive use by the Regional Solid Waste System serving the County, Vancouver, and cities during the term of the agreement and any extension thereof. For calendar year 2025 and onward, the Contractor shall acquire any and all

additional new transport equipment to comply with the minimum transport equipment adjustments specified in Exhibit A.1-3 on or before April 1st unless the Contractor provides reasonable justification for not meeting the timeframe and justification for a longer period is agreed to in writing by the Parties. The Parties agree that the Contractor may postpone Container orders until a sufficient number of new Containers are needed to meet the manufacturer's minimum order requirements. The Parties agree that the County and Vancouver may direct the Contractor to reallocate the estimated purchase price from a type of equipment to an alternative type of equipment.

2.6.3.3. Minimum Transport Equipment Condition Requirements.

The Contractor shall maintain all transport equipment in a safe, and efficient working condition (normal wear and tear excepted) throughout the term of this Contract. All equipment used in performance of the obligations of Contract shall comply with USDOT and US Coast Guard requirements. The Contractor shall have a regular preventative maintenance program. No third-party advertising shall be permitted on transport equipment. All road transport vehicles used by the Contractor or subcontractor in performance of this Contract shall prominently display in letters three inches or taller the Contractor's or subcontractor's name and a unit number and/or telephone number.

2.6.4. Transport Routes. The Contractor shall submit to the County Program Representative and applicable agencies for approval the transport routes, including primary and any alternative transport routes. Primary and alternative transport routes will be detailed in the Operations Plan for each Regional Transfer Station. The Contractor shall use commercially reasonable efforts to ensure that routes minimize the impact of traffic on the public and avoid residential neighborhoods. The Contractor shall not make any changes to approved transport routes without prior approval of the County Program Representative and applicable agencies. Notwithstanding the foregoing, the Contractor may, without prior approval, temporarily use alternate transport routes in the event of unannounced and temporary street, road, or highway construction or closures.

2.7. Disposal and Specified Processing Services.

2.7.1. Solid Waste Disposal Services. The Contractor shall dispose of all Solid Waste received at Regional Transfer Stations at the designated Disposal Site, specified in Exhibit A.1-2. The designated Disposal Site, or any agreed upon alternative Disposal Site, must, at all times for the duration of this Contract, be compliant with the design criteria of WAC

173-351-300(2)(a) and 40 CFR § 258.40, or the equivalent requirements if the Disposal Site is in a state other than Washington. The designated Disposal Site, or any agreed upon alternative Disposal Site, must not have been nominated or proposed for the National Priorities List (“NPL”) of contaminated sites, or have been nominated or proposed for inclusion in a list of contaminated sites under another program similar to the NPL. If the designated Disposal Site or any agreed upon alternative Disposal Site is located in a Washington jurisdiction that is required to prepare a Comprehensive Solid Waste Management Plan, or the equivalent if the designated Disposal Site is located outside the State of Washington, the Contractor shall not dispose of Solid Waste at such Disposal Site unless the Comprehensive Solid Waste Management Plan, or the equivalent, of the receiving jurisdiction allows Solid Waste imported to the Disposal Site.

2.7.2. Specified Processing Services. The Contractor shall process all Program Drop-off Materials, Food Waste, Organics, Yard Debris, Hazardous Waste, and other material delivered for processing received at the Regional Transfer Stations in accordance with the Facility’s Operations Plan. The Contractor shall process all Program Drop-off Materials, Food Waste, Organics, Yard Debris, Hazardous Waste, and other material delivered for processing received at Regional Transfer Stations for diversion at the designated Processing Site, specified in Exhibit A.1-2, unless an alternative is required per the Contract or approved in writing by the County Program Representative and Vancouver Program Representative.

2.7.3. Minimum Processing Requirements. The Contractor shall process all Program Drop-off Materials, Food Waste, Organics, Yard Debris, Hazardous Waste, and other material delivered for processing received at the Regional Transfer Stations in accordance with the minimum processing requirements specified in the Facility’s Operations Plan and consistent with Section 2.5.7 MARR and Exhibit A.1-1.

2.7.3.1. Household Hazardous Waste Receiving, Handling and Processing Services. The Contractor shall provide a Facility at each Regional Transfer Station site for the public to drop off small quantities of Program Household Hazardous Waste Materials, specified in Exhibit A.1-4. The Contractor shall accept, Transfer, Transport, and Dispose of source-separated Household Hazardous Waste delivered to Contractor at the Regional Transfer Station sites in the Contractor or Subcontractor’s receiving area.

2.7.3.1.1. The Facility shall be appropriate for the usage intended and designed, operated, and maintained according to all federal, state, and local

requirements including appropriate screening, fencing, curbing and spill containment; safety eyewash and shower; receiving, storage, and work areas. Each Facility shall be fitted with a secure gate or door and is to be located in an area readily accessible but secure from inappropriate usage. Each Facility shall be emptied and cleaned by the Contractor or Subcontractor weekly (unless otherwise approved by the County Program Representative and all materials properly disposed in accordance with all federal, state, and local laws and regulations. All materials removed shall be taken to a fully permitted Hazardous Waste treatment or disposal Facility as specified in Exhibit A.1-2.

- 2.7.3.1.2. The Household Hazardous Waste drop off Facilities shall be used only for the drop off by residential generators of small quantities of Household Hazardous Wastes generated within the County unless otherwise approved by the County Program Representative. The Contractor shall not charge the public for using the Household Hazardous Waste drop off Facilities.
- 2.7.3.1.3. The Contractor shall provide the County and Vancouver on the thirtieth day of each month with records as to the amount and types of materials received, the dates the facilities were emptied and cleaned, and receipts from the Hazardous Waste disposal facility, consistent with reporting requirements as specified in Section Exhibit A.1-5.
- 2.7.3.1.4. **Household Hazardous Waste; Compensation.** All costs associated with the furnishing and operation of a Household Hazardous Waste facility, including cost of disposal, shall be included in the Fees paid to the Contractor and no additional compensation shall be paid.

3. STORAGE OF SOLID WASTE

- 3.1. The Contractor shall store Solid Waste in compliance with the Applicable Law, including but not limited to the solid waste handling permit, and Facility Operations Plan. The Contractor shall store Solid Waste in sealed or covered Containers/Trailers, or within the Transfer Station Building during operating hours. Loaded Containers and trailers shall not be stored longer than forty-eight

(48) hours at the Regional Transfer Stations and no more than two (2) days' worth of loaded Containers and trailers shall be stored at the Regional Transfer Stations at any one time. This provision may be temporarily waived by the County Program Representative if weather or other conditions should preclude safe Transport of loaded Containers and Trailers from the Regional Transfer Stations.

- 3.2. The Contractor shall not store Solid Waste other than in Containers, Trailers, or within the Regional Transfer Station Building or other structures approved by the County Program Representative during operating hours. Once the Regional Transfer Stations are closed each day, the Contractor shall continue operations until all Solid Waste is removed from the tip floor, has been processed, compacted, and containerized. There shall be no Solid Waste remaining on the tip floor outside of operating hours pursuant to Section 2.1.

4. DROP-OFF AREA REQUIREMENTS

The Contractor understands that the County and Vancouver's intent is for the Contractor to provide convenient, safe, and high-quality customer service to all persons or entities utilizing Drop-off Areas. The Contractor shall operate a Drop-off Area at each Regional Transfer Station. The Contractor shall be solely responsible for the Drop-off Areas including but not limited to:

- 4.1. The Contractor shall provide and maintain safe access to all Drop-off Areas and provide a means for customers, including reasonable accommodations, to deliver materials to Drop-off Areas in any vehicle including but not limited to box trucks, pick-up trucks, vehicles with trailers, SUV, cars, or other vehicles. The Contractor will provide reasonable mobility accommodations for customers delivering materials to Drop-off Areas.
- 4.2. The Contractor shall be solely responsible for all maintenance, including aesthetics, of the Drop-off Areas including but not limited to removing contamination periodically throughout the day from containers and immediately cleaning up spillage, leakage, litter, and other nuisances.
- 4.3. The Contractor shall provide sufficient quantity of color-coordinated containers that are accessible to customers, in good condition and aesthetics, and signed appropriately. The Contractor shall utilize containers that are designed for collection and preservation of material quality such as slotted containers for cardboard or Program Recyclable Materials and Program Drop-off Materials. The Contractor shall service containers as to provide sufficient capacity during hours of operation and prevent nuisances.
- 4.4. The Contractor shall provide and maintain permanent signage including but not limited to wayfinding signage to direct traffic within the Regional Transfer Station Sites and messaging to inform customers of delivery, preparation, or sorting requirements for materials delivered for diversion.

- 4.5. The Contractor shall provide and maintain lighting at each Regional Transfer Station and all Drop-off Areas outside of buildings.

5. OPERATIONS PLAN FOR EACH REGIONAL TRANSFER STATION

- 5.1. **Initial Operations Plans.** No later than sixty (60) calendar days after execution of the Contract, the Contractor shall submit to the County Program Representative and Vancouver Program Representative for County and Vancouver approval of a complete and detailed Operations Plan for each Regional Transfer Station. The approval of the Operations Plans shall not be construed as a limitation on Contractor's obligation pursuant to the provisions of the Contract. The Operations Plans shall be of sufficient detail to satisfy the County and Vancouver of the Contractor's ability to continue operations for the term of the Contract including but not limited to the following:

- 5.1.1. Capacity assurance
- 5.1.2. Personnel requirements
- 5.1.3. Receiving services by material type
- 5.1.4. Transport services by material type
- 5.1.5. Disposal and processing services by material type
- 5.1.6. Minimum processing requirements by material type
- 5.1.7. Recordkeeping and reporting
- 5.1.8. Equipment requirements
- 5.1.9. Facility and equipment maintenance plans
- 5.1.10. Contingency plans including specific measures to be employed when the normal operating resources including when transportation equipment is unavailable
- 5.1.11. Environmental controls
- 5.1.12. Vectors and pests, spillage, leakage, litter and odor, and other nuisance plans
- 5.1.13. Health and safety procedures
- 5.1.14. Security plan
- 5.1.15. Fire protection and life safety plan
- 5.1.16. Other information requested by the County or Vancouver

5.2. Revisions to Operations Plans. The Contractor shall annually review and revise, as necessary, each required Operations Plan to maintain the information contained in those plans current and reflect any substantive changes to activities, information, or other material included in those plans. The Contractor agrees such revisions shall be subject to prior approval by the County Program Representative. Beginning in 2024 the annual review and revision shall be completed no later than September 30th. The County Program Representative and Vancouver Program Representative shall be promptly notified of any revisions to Operations Plans.

6. ALTERNATIVE METHODS

- 6.1. No later than sixty (60) calendar days after execution of the Contract, the Contractor shall submit to the County Program Representative for approval a complete and detailed Alternative Methods Plan for each Facility, including but not limited to each Regional Transfer Station. The Alternative Methods Plan shall be of sufficient detail to satisfy the County Program Representative and Vancouver Program Representative of the Contractor's ability to continue operations during an Alternative Method event for the term of the Contract including but not limited to timeline and process for transitioning from primary to contingency plan.
- 6.2. Except as set forth herein, the Contractor shall be solely responsible for any and all additional costs related to the utilization of Alternative Methods including but not limited to operation, receiving, transport, disposal, or processing methods. The Contractor shall be responsible for procuring any Alternative Methods including but not limited to equipment, labor, permits, and other resources associated with Alternative Methods.
- 6.3. If the Contractor notifies the County that it must implement Alternative Methods that may allow for additional or reduction in compensation as set forth herein, the Contractor shall as soon as practicable submit to the County and Vancouver a plan for continuing operations under Alternative Methods and any estimated increases or decreases in costs to carry out the plan. The Parties agree the Contractor shall not receive additional compensation for any increase in direct costs of services to Contractor of less than 4% of the then current Tip Fees over consecutive three (3)-month period.
- 6.4. Upon Parties mutual agreement to implement Alternative Methods, the Parties agree the County or County successor reserves the right to purchase the Facilities affected by the Alternative Methods if any such estimated increase in the Tip Fees resulting from such Alternative Methods is more than 25% of the then current Tip Fees over a consecutive twelve (12)-month period. Notwithstanding the foregoing, the County or County successor may require the Contractor to repair or rebuild those Facilities and recover the cost of that work by means of an increase in Tip Fee.

- 6.5. The Contractor shall not use Alternative Methods for which the Contractor requests additional compensation without written approval from County Program Representative. For any Alternative Method which the Contractor requests additional compensation, the Contractor shall fully demonstrate and document the need for the additional compensation to the County Program Representative's satisfaction and approval, acting reasonably, as a precedent to the Contractor's right to a compensation increase under this Contract. For any Alternative Method for which the County requests a reduction in compensation, the Contractor shall be fully responsible to demonstrate and document the need for the reduced compensation to the County's satisfaction and approval, acting reasonably.
- 6.6. The Parties agree that transitioning from primary to back-up plan may be applicable to one, multiple, or all Facilities.
- 6.7. If the barge system goes down, the Contractor shall not transition to contingency plan until after two (2) days of storage of Solid Waste tonnages at Regional Transfer Stations or barge loading site are utilized, unless the initial assessment indicates the barge system will be closed longer than two (2) days. The Contractor shall work with subcontractors to best utilize storage equipment. The Contractor agrees this flexibility will ensure that containers loaded with Solid Waste tonnages are not being stored longer than necessary.
- 6.8. If a compactor goes down, the Contractor shall immediately transition to contingency plan for the Facility impacted and promptly notify the County Program Representative. The Contractor shall promptly discontinue utilizing the contingency plan as soon the compactor is repaired.

7. ADDITION OR DELETION OF APPROVED MATERIALS DELIVERED FOR PROCESSING FROM PROGRAM

The County, with input from Vancouver and other Cities, reserves the right to add or delete Program Drop-off Materials, Food Waste, Organics, Yard Debris, Hazardous Waste, and other material delivered for processing as specified in Exhibit A.1-4 to the program if the Parties agree it is economically and technically feasible. An increase or decrease in Fees, if any, for addition or deletion of materials shall be negotiated and implemented by an amendment to this Contract.

8. COMMINGLING OF MATERIALS DELIVERED FOR PROCESSING PROHIBITED

Except, when approved in writing by the County Program Representative, the Contractor shall not mix streams such as Program Drop-off Materials, Food Waste, Organics, Yard Debris, Hazardous Waste, and other material delivered for processing with other materials such as Solid Waste. The Contractor may be permitted to mix Program Food Waste, Organics and/or Yard Debris when such materials are being delivered to the same designated Processing Site, and when

commingling materials is permitted by the Processor for no additional cost and material quality is not adversely impacted.

9. LIABILITY FOR UNACCEPTABLE WASTE

9.1. Responsibility for Unacceptable Waste. If the Contractor receives Unacceptable Waste, including but not limited to Hazardous Waste, the Contractor may at its option return that waste to the Person who delivered it in accordance with the Operations Plan and Regional Transfer Station regulations approved by County Program Representative or the Contractor may dispose of that Unacceptable Waste in accordance with all applicable laws and regulations and charge the Person responsible for that delivery for the cost of that disposal, plus an amount equal to 10% of the cost of handling the Unacceptable Waste or Special Handling Fee. If the Contractor is unable to identify the Person responsible for the nonconforming delivery and return the Unacceptable Waste to that Person, the Contractor shall at the Contractor's sole expense, dispose of that Unacceptable Waste in accordance with applicable law. The Contractor shall pay all costs, consequential damages, or liability related to Unacceptable Waste not returned in accordance with this Section to the Person delivering that waste except that the Contractor may pursue any available remedies against Person(s) later identified as responsible for delivering that Unacceptable Waste per Section 2.

9.2. Prosecution of Persons Delivering Unacceptable Waste. The County shall assist the Contractor in identifying Persons responsible for delivering Unacceptable Waste to the Regional Transfer Stations and shall, subject to the County Prosecuting Attorney's direction, diligently prosecute Persons who illegally deposit Unacceptable Waste at any Facilities within the County.

10. DISPOSAL OF MATERIAL DELIVERED FOR DIVERSION PROHIBITED

The Contractor shall not dispose of any Program Drop-off Materials, Food Waste, Organics, Yard Debris, Hazardous Waste, and other material delivered for processing or other material recovered by Contractor for diversion, or market such materials to brokers and end markets that the Contractor knows or reasonably should have anticipated will dispose of the materials, except when approved, in writing, by the County Program Representative.

11. FACILITY SCALE HOUSE SERVICES

At commencement of the Contract, the Contractor shall be responsible for operation of the scale house at the Regional Transfer Stations. After the initial term as specified in Section 1.1, terminating on December 31, 2032, the County or County successor reserves the right to assume responsibility, including costs, for operation of the scale house at any or all Regional Transfer Stations. The Party responsible for operation of the scale house shall be responsible for all activities related to the scale house including but not limited to weighing all vehicles, maintenance and calibration

of the scale in accordance with the scale manufacturer's recommendations, billing and collection of payment, and ensuring the average vehicle turnaround times identified in Section 2.5.6.

12. FACILITY SURFACE WATER AND STORMWATER MANAGEMENT

The Contractor is responsible for surface water and stormwater management and compliance with all surface water and stormwater management regulations and ordinances for the Regional Transfer Station sites, including but not limited to, stormwater collection, detention, treatment and control of all surface water run-off from buildings, impervious surfaces, and disturbed areas. The Contractor must comply with all local and state regulations related to surface water and stormwater management. Where surface water or stormwater is allowed to discharge offsite, appropriate erosion protection must be provided to protect the downstream drainage system from damage. The Contractor shall prevent erosion of existing drainage channels and meet requirements for erosive velocities.

13. FACILITY MAINTENANCE REQUIREMENTS

13.1. The Contractor shall be solely responsible for all Maintenance related to Contract services, including but not limited to all Facilities and equipment maintenance, servicing, and renewal and replacement, including routine and non-routine Maintenance, except as specified herein in Section 13.2 or 13.3.

13.2. The Parties agree to reimburse the Contractor from the Regional Solid Waste System Fund (RSWSF) or Designated Capital Improvement Fund (DCIMRF), to be determined by the County, for approved resurfacing/paving within Regional Transfer Station sites related to routine wear and tear of transfer station operations that occurred from January 1, 2023 through the commencement date of the Contract pursuant to Section 19.1 and 19.6.

13.3. The County or County successor shall be responsible for the cost of all Maintenance related to only the following provided such has been maintained in compliance with manufacturers' instructions and recommendations and the requirements of the Contract:

13.3.1. Replacement of solid waste compactors;

13.3.2. Replacement of truck scales;

13.3.3. Replacement of compactor infeed conveyer;

13.3.4. Replacement of compactor main cylinder;

13.3.5. Resurfacing/paving within Regional Transfer Station sites related to the routine wear and tear of station operations; and

13.3.6. Other major items that are:

13.3.6.1. Identified in the Capital Improvement Plan or during Triennial Inspections; and

13.3.6.2. Approved by the County Program Representative and Vancouver Program Representative.

13.4. No later than sixty (60) calendar days after execution of the Contract and annually by March 31st thereafter, the Contractor shall submit to the County Program Representative for approval a maintenance plan, including schedule, for all building and fixed equipment elements by Facility including, but not limited, all maintenance inspections and servicing, preventive maintenance all anticipated renewal and replacements, and resurfacing/paving.

13.5. The Contractor shall make available for inspection by the County Program Representative by March 31st annually a record of maintenance activity (inspections, servicing, preventive maintenance, and renewal and replacements) completed during the previous calendar year. The Contractor shall provide prompt access to the County, Vancouver, and its consultant to review such records.

14. **REGIONAL TRANSFER STATION SITE OWNERSHIP, ACCESS, EASEMENT, AND ASSESSMENTS**

14.1. **Ownership of Existing Regional Transfer Stations at Commencement of Contract.** For the initial term of the Contract, the Contractor shall continue to own the existing three (3) Regional Transfer Stations: Central, West Van, and Washougal or unless authorized pursuant to the Master Service Agreement.

14.2. **Public Ownership of Transfer Stations.** In recognition that the Parties desire to continue to move toward a more regionalized and standardized solid waste management system.

14.2.1. The County and Vancouver are committed to public ownership of the existing Central, West Van, and any future to-be-built Transfer Station(s) (excluding the existing transfer station in Washougal). These parties, along with any other municipal entity within the County that chooses to participate, will create a regional, multi-jurisdictional entity County successor to own and provide solid waste disposal and transfer services to those participating jurisdictions. As a statement of intent, both the County and Vancouver assert their strong preference for regional-entity ownership by a County successor, and that ownership by County or Vancouver is disfavored.

14.2.2. In furtherance of this, the County and Vancouver shall negotiate the terms of an interlocal agreement pursuant to chapter 39.34 RCW that identifies a statutory mechanism for formation of the entity to be the County successor, a general initial framework for shared, representational governance by all participating jurisdictions, and

establishes a transparent and accountable timeline for formation of the entity by December 31, 2029.

14.2.3. In the event the County, Vancouver, and other participating jurisdictions are unable to form this anticipated regional entity by December 31, 2030, the County and Vancouver agree to meet and determine in good faith how one or both entities will temporarily own and govern the solid waste transfer facilities until such time as the regional entity can be formed and become operational, which is not anticipated to take longer than 24 months.

14.3. Right to Purchase Existing Regional Transfer Stations. Effective December 31, 2032, the County shall have the first right to purchase followed by County successor to purchase one or both of the West Van (Clark County parcel numbers 153108000 and 153110000) and Central (Clark County parcel numbers 200211000, 200212000, and 200213000) Regional Transfer Station sites for a purchase price of one dollar (\$1) per Regional Transfer Station site, and the City of Washougal shall have the first right to purchase followed by the County followed by the County successor to purchase the Washougal Regional Transfer Station site for the purchase price specified in a separate 2005 or successor agreement between the City of Washougal and its contractor. Notice of exercise of this of the right to purchase by the County or the County successor with payment of the purchase price, shall be delivered to Contractor no later than December 31, 2031. In the event neither the County, the County successor, nor the City of Washougal exercise the Purchase Option within the notice period, the right to purchase shall expire unless the Parties agree to an extension of the Purchase Option period. The right to purchase by the County, the County successor, or the City of Washougal shall be enforceable through specific enforcement.

14.4. Ownership of Any Future To-Be-Built Regional Transfer Stations. The Parties agree the County followed by the County successor shall own any future to-be-built Regional Transfer Station Site funded by the County out of the RSWSF. Such future to-be-built Regional Transfer Station(s) shall remain in public ownership consistent with Section 14.2.

14.5. Regional Transfer Station Site Access. County staff and Vancouver staff shall be able to access and use the Regional Transfer Station lunchrooms, parking, and other areas for the purpose of providing tours of the Facilities and conducting other business matters related to the Regional Transfer Station operations. Any access and use of these areas by the County or Vancouver shall not create an impact on the Contractor's operation of the Regional Transfer Stations.

14.6. Easement for Central Regional Transfer Station: The Contractor shall obtain an irrevocable surface easement from the owner of Clark County real property parcel number 200153000, property location address of 11010 NE 117th

Avenue, Vancouver, WA 98662. This easement shall allow vehicular ingress and egress generally from the property for private road purposes to provide circuitry of travel for solid waste haulers relating to operation of the Central Regional Transfer Station site around the perimeter of the easement parcel; to allow for staging of Containers and Trailers, construction and maintenance of any roadway structures and driveway apron. The owner of parcel 200153000 shall not pay the cost of any improvements by Contractor or County, including the maintenance of any such improvements, unless otherwise agreed to by the parties. This is not intended to be an exclusive list of conditions.

The Contractor shall obtain the surface easement within sixty (60) days of execution of the Contract, or sooner in the event of an Uncontrollable Circumstance(s) Event pursuant to the Master Services Agreement Section 21. The easement shall benefit Clark County real property parcels 200211000, 200212000, and 200213000 and shall run with the land. In the event ownership of parcels 200211000, 200212000, and 200213000 is transferred to public ownership, the easement shall contemporaneously be transferred to the public entity for the amounts set forth below for continued use of the easement area related to the operation of the Central Regional Transfer Station site.

Following the transfer of parcels 200211000, 200212000, and 200213000 to public ownership and the granting of the easement contemplated above, and for so long as Contractor continues to operate the Central Regional Transfer Station on behalf of the County or County successor, the County or County successor shall pay to [insert name of owner of easement property] an annual easement payment of One Dollar (\$1). In the event Contractor ceases to operate the Central Regional Transfer Station, the annual easement payment shall be increased to a fair market rate excluding the value and inflationary increases associated with any capital improvements paid for by the Contractor or County pursuant to the Contract as determined by an independent appraiser and that amount of such easement payment shall increase annually thereafter to reflect any increases in the Consumer Price Index. In the event the County or subsequent operator of the Central Regional Transfer Station, as applicable, fails to make such easement payments, the easement shall terminate after providing the County or County successor a reasonable opportunity to cure with 30, 60, and 90 day written notice. After 90 days without cure by County or County successor, the Parties agree the easement shall be terminated. The appraiser shall be mutually agreeable to the Parties and paid for by Contractor.

14.7. Easement or Dedication for West Van Regional Transfer Station: The Parties shall participate in good faith efforts for the transfer or dedication of property (parcels 152804000 and 153108000) from the Contractor and other potential neighboring property owners to Vancouver for construction of a public road to provide appropriate ingress and egress from West Van Regional Transfer Station site by all users of the site. The Parties intend that said easement or dedication for public road and related purposes be completed by December 31, 2025.

14.8. Transfer of Property. In the event of the County, the County successor, or the City of Washougal exercises the right to purchase, Contractor shall convey the Regional Transfer Station sites to the public entity free of any lien, encumbrance, or security interest; and shall deliver to such by January 31, 2033 a bill-of-sale for and statutory warranty deed to each of the Regional Transfer Station sites purchased.

At any time during the term of this Contract, the County, the County successor, or the City of Washougal may perform a due diligence assessment of the Regional Transfer Station sites as part of the determination of whether to exercise the right to purchase. This due diligence assessment may include but is not limited to a Phase I and/or Phase II Environmental Site Assessments (“ESAs”) and title search. The cost of performing such due diligence assessments will be borne by the County. The County will initiate Phase I and Phase II ESAs within nine months of execution of the Contract to establish a baseline for type and extent of contaminants at the existing Regional Transfer Station sites. To the extent the initial round of Phase I and/or Phase II ESAs results in or otherwise triggers any legally required environmental cleanup or remediation of any environmental contamination at the existing Regional Transfer Station sites, the cost of any such environmental cleanup or remediation shall be funded by the DCIMRF.

The Contractor agrees to operate the existing and any future to-be-built Regional Transfer Station sites in a manner that does not degrade the environmental conditions of the sites and agrees to bear the cost for environmental cleanup and remediation if later ESAs indicate that site degradation occurred as to the type and extent of contaminants after the initial round of ESAs. The intent of the Parties is to identify in subsequent ESAs if any degradation of the environment has occurred compared to the baseline ESAs. In the event environmental contamination is found and determined to be related to any baseline contamination, remediation shall not be the responsibility of the Contractor. If test results show that, on a more likely than not basis, the contamination resulted from Contractor’s use of the site after the baseline ESAs, then remediation shall be paid by Contractor.

14.9. Regional Transfer Station Site Assessments.

14.9.1. The County or County successor will retain and pay for an independent consultant to inspect and assess the condition of any or all Regional Transfer Station Sites in calendar year 2023 and every third (3rd) year thereafter as well as the final year prior to transition of ownership or expiration of Contract. The inspections will assess the condition of the facilities and identify overlooked or incomplete facility maintenance, if any. The inspections will include a review of the facility maintenance records and reporting. An inspection report will be prepared by the independent consultant and will include a maintenance backlog tracking

list that will assign a reasonable time frame for completing each of the backlog work items. The results of the inspections will be advisory and the Parties will discuss and agree on what maintenance backlog work items, if any, will be corrected and the schedule for any such agreed-upon corrections. The Parties agree the cost of any maintenance shall be paid for in accordance with Section 13.

14.9.2. Upon transfer of ownership of a Regional Transfer Station, the Contractor shall surrender the Regional Transfer Station Site in a condition and state of repair as on the effective date of this Contract, or most recent Capital Improvement Project completion, normal wear and tear excepted. However, the Contractor shall be liable to the County and Vancouver for failure to adhere to the requirements set forth herein. All maintenance on the most recent mutually agreed-upon inspection backlog list must be completed before the termination date of the Contract consistent with Section 1. The County's or County successor's cost of completing any incomplete work by the Contractor based on the mutually agreed-upon inspection backlog list at the termination date will be paid by the Contractor to the County or County successor.

15. UTILITIES

15.1. The Contractor shall be responsible for the cost of all utilities including but not limited to the water and sewer service, power, natural gas or electric service, and phone and internet service.

15.2. Excluding the Washougal Regional Transfer Station Site, the Contractor shall be responsible to equip each Regional Transfer Station with an emergency backup power system, so as to ensure power, lights, and safety in the event of a power shortage. This should include, as a minimum, auxiliary lighting, as well as adequate power to continue to operate the scale house facilities.

15.3. No emergency backup power system (i.e. generator) shall be required at the Washougal Regional Transfer Station Site. The Contractor shall be responsible to equip the Washougal Regional Transfer Station Site with an emergency battery backup power for safety lighting, scale house operation, and other essential functions. The battery backup capability for the scale house must be sufficient for a minimum of four (4) hours of operation. In the event that a power outage exceeds four hours, waste shall be routed to other facilities. The Parties agree that, subject to Capital Improvement Plan, the Contractor may be required to comply with Section 15.2 for the Washougal Regional Transfer Station site.

16. PROPERTY TAXES

The Contractor shall be responsible for any and all property taxes associated with a Regional Transfer Station but only for so long as the Contractor owns such Regional

Transfer Station. The County or County successor shall be responsible for any and all property taxes associated with a Regional Transfer Station but only for so long as the County, Washougal, or the County successor owns such Regional Transfer Station.

17. RECORDKEEPING AND REPORTING

17.1. The Contractor shall provide to the County Program Representative and the Vancouver Program Representative by the thirtieth (30th) day of each month a report for the preceding month in accordance with Exhibit A.1-5. The Contractor shall provide the County Program Representative and the Vancouver Program Representative quarterly, semi-annual, and annual reports in accordance with Exhibit A.1-5. The Contractor shall provide reports in an electronic file format and report organization format approved by the County and Vancouver. The Contractor shall provide reports in an editable format unless requested by the County and Vancouver.

17.2. The Contractor shall comply with all reporting requirements of the permitting agencies and permits and provide copies of all reports to the County Program Representative and the Vancouver Program Representative.

18. COMPENSATION PROVISIONS

18.1. **Fees.** The Contractor shall charge Fees in accordance with this section. The Contractor shall not charge any Fees other than those specifically authorized in this section. The Contractor shall pay Fees and taxes to Cities, County, and State in accordance with this section and Master Services Agreement Section 9. All Fees shall remain fixed except as provided herein. Each load of Acceptable Waste delivered to the Regional Transfer Stations will be assessed a Transaction Fee as defined in the Master Service Agreement. The Transaction Fee shall not be subject to adjustment under this section unless mutually agreed upon in writing by all Parties. All other Fees shall be adjusted, increased or decreased, in accordance with this section, and may at no time exceed the charges set forth in Exhibit A.1-7. The Fees are the exclusive compensation to the Contractor for all services provided under the Contract.

18.1.1. **Approved Fees.** The Parties agree that the Fees in Exhibit A.1-7 are the approved Fees. The Contractor shall not charge any Fees other than those specifically authorized in Exhibit A.1-7 or approved in accordance with Section 18.1.2. In addition, the Contractor shall pay the Fees to Cities, County, and State in accordance with Exhibit A.1-7 or approved in accordance with Section 18.1.2.

18.1.2. **Other Fees.** For Acceptable Waste or Special Waste not included in Exhibit A.1-7 and requiring special handling due to the quantity, type, or other factor significantly increasing costs, the Contractor shall propose service parameters and develop a Fee schedule subject to prior written

approval of the County Manager as a condition precedent to the Contractor's right to charge the Fee. The Contractor must fully demonstrate and document the need for the requested Fee to the reasonable satisfaction of the County Manager in consultation with the jurisdiction where such waste was generated.

18.2. One-Time Barge Transportation Adjustment. Effective January 1, 2025, the Parties agree to a one-time barge transportation adjustment to the MSW Tip Fee and Drop Box Tip Fee to compensate for the increased barge transportation costs and capital investments including but not limited to a new MSW barge, two electric cranes, additional MSW containers, paving for yard improvements. The Parties agree the Contractor shall not receive carrying cost reimbursement for the improvements.

18.2.1. The Parties agree to a one-time barge transportation adjustment of \$47.95 per container (2024 dollars) shall be converted to a per ton equivalent, calculated by dividing the per container rate by 29.9 tons, (\$1.60/ton as of January 1, 2024) and apply to all MSW and Drop Box tons received effective January 1, 2024.

18.2.2. The Parties agree that the Contractor's guaranteed contribution to the DCIMRF per Section 19.2 will be reduced by the actual amount of the barge transportation adjustment paid by the Contractor to the designated barge subcontractor in 2024. The Contractor shall not receive any reimbursement for the Contractor's payment of the barge transportation adjustment in 2024.

18.2.3. The Parties agree the one-time barge transportation adjustment \$1.60/ton shall be embedded within the then current rate for MSW Tip Fee and Drop Box Tip Fee and apply before the annual fee adjustment to the Transport Fee for 2025 rate setting, as specified in Exhibit A.1-7. After the one-time barge transportation adjustment is embedded into the MSW Tip Fee and Drop Box Tip Fee annual contract adjustments will apply going forward.

18.2.4. The Parties agree the Contractor shall pay the barge transportation adjustment in 2024 (i.e., approximately \$599,344). The Parties agree the Contractor's payment of the barge transportation adjustment in 2024 includes the current payment of \$25 per container and the remaining equivalent of \$22.95 per container for a total of \$47.95 per container (2024 dollars).

18.2.5. The Parties agree the Contractor may pass the barge adjustment to the designated barge subcontractor using a per container fee.

18.2.6. The County reserves the right to amend the per ton barge transportation adjustment if the average per container weight, on a contract annual basis, is less than 29.9 tons.

18.3. Annual Fee Adjustments

18.3.1. **Schedule for Annual Fee Adjustment.** The Contractor shall submit a request for annual fee adjustment in accordance with this section on or before September 1, 2024 and every August 1st thereafter subject to approval by County Manager. The Parties agree the annual fee adjustments shall be effective on January 1, 2025 and every January 1st thereafter. Fees shall not be adjusted per the annual fee adjustment prior to January 1, 2025.

18.3.2. **Annual Fee Adjustments.** The Parties agree the annual fee adjustment shall apply to those select Fees specifically included and calculated in accordance with Exhibit A.1-7 and made in units of \$0.01, rounded to the nearest whole cent. The Parties agree to the calculations as shown in Exhibit A.1-7. After compensation adjustments are determined by the Parties, the County will document the changes made and notify the Contractor and Vancouver for the adjustments described herein.

18.3.2.1. **Annual Inflation Adjustment for Tip Fees.** The Tip Fees are comprised of two components, an Operating Fee and a Transport Fee, each subject to annual adjustment described herein, and incorporated as a blended and weighted annual Inflation Adjustment Factor ("IAF"). Beginning with the annual fee adjustment scheduled to take effect January 1, 2025, and in each following year.

18.3.2.1.1. **Operating Fee Adjustment.** The Operating Fee component comprised of Transfer & Disposal or Transfer & Processing costs within the specified Tip Fee shall be adjusted each year up to the rate of 82% of the percentage point increase or decrease in the CPI as specified herein.

18.3.2.1.1.1. Should the CPI decrease any year, the Operating Fee shall remain fixed, and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual Operating Fee adjustment in subsequent years until any and all CPI decreases are fully accounted. The Parties agree to the calculation as shown in Exhibit A.1-8.

18.3.2.1.1.2. Beginning July 1, 2023, if the tonnage of Acceptable Waste exported for disposal increases by three percent (3%) or more over the prior year's exported Acceptable Waste tonnage, the allowable percentage increase in the CPI applied to the Operating Fee shall be reduced to 75%. Tonnage shall be calculated based on the first six (6) months of the previous year and the last six (6) months of the year preceding that year, from July 1st through June 30th.

18.3.2.1.2. **Transport Fee Adjustment.** The Transport Fee component comprised of a blend of 80% Operational & Capital costs and 20% Fuel costs within the specified Tip Fee shall be adjusted each year up to the rate of 100% of the percentage point increase or decrease in the associated CPI and Fuel Index as specified herein.

18.3.2.1.2.1. **CPI Factor.** Eighty Percent (80%) of the Transport Fee shall be adjusted each year by 100% of the percentage point increase or decrease in the CPI that occurred during the first six (6) months of the previous year and the last six (6) months of prior year. Should the CPI decrease any year, the Fees shall remain fixed, and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual fee adjustment in subsequent years until any and all CPI decreases are fully accounted.

18.3.2.1.2.2. **Fuel Factor.** Twenty Percent (20%) of the Transport Fee shall be adjusted each year by 100% of the percentage point increase or decrease in the Fuel Index with monthly reference values for twelve (12) months averaged over the prior period from July of one year through June of the following year.

18.3.2.1.2.3. Together the CPI and Fuel Factor are incorporated as a weighted Transport Fee adjustment.

The following formula summarizes the IAF calculation process for determining the annual inflation adjustment for Tip Fees as modeled in Exhibit A.1-7

$$= 1 + \left\{ \left[\frac{(CPI_y - CPI_{py})}{CPI_{py}} \times 0.82 \right] \times 0.80 \right\} + 1 + \left\{ \left[\frac{(CPI_y - CPI_{py})}{CPI_{py}} \times 0.80 \right] + \left[\frac{(EIA_y - EIA_{py})}{EIA_{py}} \times 0.20 \right] \times 0.20 \right\}$$

where CPI_y = the first-half annual consumer price index for Seattle-Tacoma-Bellevue WA. Series Id: CWURS49DSA0 for the Current Year, or successor indices;

where CPI_{py} = the first-half annual consumer price index for Seattle-Tacoma-Bellevue WA. Series Id: CWURS49DSA0 for the Prior Year, or successor indices;

where CPI_y = the first-half annual consumer price index for Seattle-Tacoma-Bellevue WA. Series Id: CWURS49DSA0 for the Current Year, or successor indices;

where CPI_{py} = the first-half annual consumer price index for Seattle-Tacoma-Bellevue WA. Series Id: CWURS49DSA0 for the Prior Year, or successor indices;

**Figure may be adjusted to (0.75) 75% based on tonnage growth pursuant to Section 18.3.2.1.1.2*

where EIA_y = the average of the last 12 monthly values (July-June period) of the Energy Information Agency, West Coast Retail Price Series for On-Highway No 2. Diesel Ultra Low Sulfur (0-15ppm) Fuel, Index No. PADD5 for the Current Year;

where EIA_{py} = the average of the prior year's 12 monthly values (July-June period) of the Energy Information Agency, West Coast Retail Price Series for On-Highway No 2. Diesel Ultra Low Sulfur (0-15ppm) Fuel, Index No. PADD5 for the Prior Year.

18.3.2.2. Annual Inflation Adjustment for Special Waste Tip Fees.

Fees classified as Special Waste that are weighted, on a per ton basis, and identified in Exhibit A.1-7 shall be subject to an annual inflationary adjustment as specified herein. The inflation adjustment for Special Waste Tip Fees shall be adjusted on the same date and by the same Inflationary Adjustment Factor as

the MSW Tip Fee (see formula in Section 18.3.2.1.2.3) and in accordance with this section.

18.3.2.3. Annual Inflation Adjustment for Fixed Fees. Fees that are fixed and non-weighted, charged on a per unit or per item basis, and identified in Exhibit A.1-7 shall be subject to an annual inflationary adjustment as specified herein. Fixed Fees shall be annually adjusted by CPI only and shall be adjusted on the same date and by the same CPI adjustment applied to the Operating Fee component (see Section 18.3.2.1.1) of the MSW Tip Fee.

18.3.2.4. Fees Excluded from Annual Inflation Adjustment. The Parties acknowledge the Contractor may hold separate agreements with the County, Cities, or other public entity for specific programs or municipal services pursuant to the Master Services Agreement Sections 2.10 and 2.11. Fees established under separate agreements shall be incorporated in Exhibit A.1-7 and are not subject to annual inflation adjustment as specified herein. The Contractor shall provide notice to the County upon entering separate agreements.

18.3.3. Changes in Federal, State or Local Law

18.3.3.1. Subject to Master Services Agreement Terms and Conditions Section 4, the Contractor or County Program Representative may temporarily adjust Tip Fee components for actual increased or decreased costs resulting from changes in federal, state, or local laws applicable to persons or entities engaged in the solid waste or recycling handling industry. For purposes of determining the amount, if any, costs have increased or decreased under this section, the costs incurred to satisfy federal, state, and local laws law in effect as of January 1, 2024, shall constitute the baseline costs. The Contractor or County Program Representative may mutually agree to increase or decrease Tip Fee components for reasonable actual increased costs due to changes in federal and local laws applicable to persons engaged in the solid waste or recycling handling industry. However, the Contractor may not increase Tip Fee components for increased costs due to changes in local laws in the jurisdiction in which the Disposal Site or Processing Site is located that in purpose or effect are applicable only to the Contractor or Contractor's activities under the Contract. For purposes of this section, the term "change in law" means any new, changed or revised law, statute, rule, regulation or ordinance effective at any time after January 1,

2024, including but not limited to (i) new or revised regulations issued after the Contract is executed but pursuant to a statute in effect prior to execution of the Contract and (ii) changes in the definitions of Hazardous Waste, Household Hazardous Waste or the substances that comprise those terms as defined in the Contract.

18.3.3.2. Subject to Section 18.3.3.1, the Contractor or County Program Representative may increase or decrease Tip Fee components for reasonable actual increased or decreased costs caused by the imposition or removal of or increases or decreases in the rates of State/Local fees or surcharges applicable primarily to Persons engaged in the solid waste handling industry. Applicable Oregon Department of Environmental Quality (“DEQ”) Fees total \$1.89 per ton as of January 1, 2024, and the Contractor shall be entitled to recover ninety percent (90%) of any future increase in the DEQ Fee through an MSW Tip Fee or Drop Box Tip Fee increase.

18.3.3.3. The County may cause the Contractor to reduce Tip Fee components to reflect the reduced cost of Contractor’s performance under the Contract if the reduced cost is attributable to a change in law or change in taxes, fees, surcharges or other causes for which the Contractor may increase Tip Fee components. The County may at any time notify the Contractor and Vancouver of the County’s intent to reduce tip fee components including the reasons for that deduction. Within thirty (30) days of that notice, the Contractor shall respond to the County and Vancouver in writing; the written response shall state whether or not the Contractor believes the tip fee components reduction is justified and shall itemize the reductions in cost of performing the Contract. The Contractor shall fully document and otherwise support its response to the County’s notice. On petition of the Contractor, the County may on thirty (30) days’ written notice to the Contractor cancel Tip Fee components reductions if the County determines that the need for the reduction has expired or that a reduction was made in error. The Contractor shall at all times inform the County of whether a reduction due to a change in law is appropriate and whether any reduction in Tip Fee components is no longer appropriate.

18.4. Other Fee Adjustments

18.4.1. Admin/Regulatory Fee, Host Fee, County Health Fee.

18.4.1.1.Admin/Regulatory Fee. On or before the fifteenth day of each month, the Contractor shall pay to the County a monthly Admin/Regulatory fee (\$182,194.26 as of January 1, 2024) as specified in Exhibit A.1-7 and as long as the Contract is in effect. The monthly Admin/Regulatory Fee shall be adjusted on the same date and by the same percentage point increase in the CPI / Inflation Adjustment applied to the Operating Fee component of the MSW Tip Fee and in accordance with this section.

18.4.1.2.Host Fee. On or before the fifteenth day of each month, the Contractor shall pay to Vancouver a Host Fee (\$15,457.06 as of January 1, 2024) as specified in Exhibit A.1-7 and as long as Vancouver uses the Facilities. The monthly Host Fee shall be adjusted on the same date and by the same percentage point increase in the CPI / Inflation Adjustment applied to the Operating Fee component of the MSW Tip Fee and in accordance with this section.

18.4.1.2.1. The Parties acknowledge the Contractor’s separate agreement with the City of Washougal for payment of Fees to that City (“Transfer Station Payment”) or Host Fee.

18.4.1.3.Annual Admin/Regulatory Fee and Host Fee Adjustments. The Contractor’s payments to the County and Cities or Local Health Jurisdiction shall be adjusted on the same date and by the same percentage as the Operating Fee component of the MSW Tip Fee.

18.4.1.3.1. Should the CPI decrease any year, Admin/Regulatory Fee and Host Fee shall remain fixed, and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual adjustment in subsequent years until any and all CPI decreases are fully accounted. The Parties agree to the calculation as shown in Exhibit A.1-8.

18.4.1.3.2. Notwithstanding the foregoing, the Contractor shall not increase the MSW Tip Fee or Drop Box Tip Fee or otherwise be entitled to compensation under this Contract for Admin/Regulatory or Host Fees not otherwise permitted under Section or other payments to Cities in the County (including those referenced in this Section), or to cities or counties in the state of Oregon or Washington as applicable.

18.4.1.4. **County Health Fee.** The County Health Fee applied to the MSW Tip Fee and Drop Box Tip Fee as adopted (\$1.43 per ton as of January 1, 2024) after annual rate adjustments to Tip Fee components are applied, as specified in Exhibit A.1-7.

18.4.2. **Schedule for Other Fee Adjustments.** As part the annual fee adjustment per Section 18.3 and excluding Section 18.4.1, the Contractor may request for other extraordinary fee adjustments in accordance with Section 18.4 on or before August 1, 2024 and every August 1st thereafter subject to approval by County Manager.

18.4.3. **Uncontrollable Circumstances Fee Adjustments.** Subject to Master Services Agreement Terms and Conditions Section 4 and Section 21, the Contractor or County Program Representative may temporarily adjust tip fee components for reasonable actual increased or decreased costs resulting from Uncontrollable Circumstances. For purposes of determining the amount, if any, costs have increased under this Section, the costs shall be limited to reasonable actual increased or decreased costs resulting from Uncontrollable Circumstances.

18.4.4. **Additional Services Fee Adjustment.** The Contractor may increase or decrease Tip Fee for additional services in accordance with this section and Section 20. Any request for an adjustment pursuant to this section shall be at the County's request and the Contractor shall fully document the basis for determining an increase or decrease in compensation subject to County Manager approval. The County shall review the request promptly and may, at its sole discretion, allow the Contractor to increase or decrease the specified Tip Fee or implement a Fee for the County approved amount to compensate for justified increase or decrease in costs pursuant to Section 20.

18.4.5. **Additional Fee Schedules.** The Contractor shall develop a special Fee schedule subject to written approval of the County Program Representative, acting reasonably. The Contractor may calculate those Fees in accordance with basis approved by the County Program Representative that may be incorporated in Exhibit A.1-7.

18.4.6. **"Most Favored Customer" Fee Adjustments.** If the Waste disposed using the Contractor's Finley Buttes Disposal Site or the Wasco County Landfill Disposal Site is substantially similar to the County's Waste and the Tip Fee charged that other customer for disposal (whether a separate disposal fee is charged or is combined in one total Tip Fee that includes disposal) is lower than the applicable disposal Tip Fee charged to the County, then that disposal Tip Fee charged to the County shall be reduced as set forth below. By way of example but without the intention of excluding any waste from the list, dredge spoils, sludge, and homogeneous commercial/industrial Waste are not "substantially

similar” to the County’s Waste for purposes of this subsection. For purposes of this section only, the Contractor and the County agree that the current disposal component of the MSW Tip Fee and Drop Box Tip Fee is Twenty Dollars (\$20.65) per ton effective January 1, 2024.

18.5. General Conditions and Limitations on Tip Fee Increases. The County shall allow increases or decreases in Tip Fee components under this Section only for costs incurred that are the most cost-effective means of ensuring full compliance with a relevant change in law or responding to events of Uncontrollable Circumstances. In determining “most cost-effective means,” prevailing wages determined by the U.S. Department of Labor or the State Department of Labor and Industries, and wages paid under union contracts applicable to employers additional to the Contractor or its subcontractors, shall be considered reasonable and cost effective. No Tip Fee component increases shall be allowed for any cost increases that are in any way attributable to adverse conditions, defective structures, deficient operations or activities at the Facilities that are caused by the Contractor or its subcontractors, employees, agents, or servants, or are otherwise within Contractor’s control.

18.6. Documentation of Need for Tip Fee Increase. The Contractor must fully demonstrate and document the need for the requested Tip Fee component increase to the County, Vancouver and its consultant reasonable satisfaction and approval as a condition precedent to the Contractor’s right to any increase Tip Fee component under this Section.

18.7. Cancellation of Tip Fee Increases or Decreases. On the County’s request, the Contractor immediately shall provide the County, subject to the confidentiality provisions of the Master Services Agreement Section 13, with all documents, information or other evidence in Contractor’s possession or control that the County requests to determine whether there is a continuing need for tip fee component increases or a reduction of tip fee component due to a reduction in Contractor Costs. The County may at any time, acting reasonably, cancel any Tip Fee component increase or decrease made under this Section. The Contractor shall adjust Tip Fees within thirty (30) days of the County’s written notice to the Contractor that the need for the Tip Fee increase or decrease has expired or that the original Tip Fee increase, or decrease was made in error. The Contractor shall promptly notify the County and Vancouver upon learning of the cessation of conditions which justified a Tip Fee increase or decrease.

18.8. Fee Review. On the County’s or Vancouver’s request, the Contractor shall perform at Contractor’s cost a Fee review acting reasonably and to the satisfaction of County and Vancouver upon extension of Contract, change in scope of services, request for other Fee adjustment, or similar events. The County, Vancouver or Cities may perform a Fee review after commencement of the Contract for Fees incorporated in Exhibit A.1-7 with the exception of MSW and Drop Box Tip Fees.

19. FUNDS AND CONTRACTOR CONTRIBUTIONS

19.1. Money Market Account. The Contractor shall maintain the funds in the money market fund owned by the Contractor with signatory approvals from the County and Vancouver for disbursements from the account in accordance with Exhibit A.1-6. The County shall have the right to check the balance of fund at any time or call on funds and direct to the County's Regional Solid Waste System Fund (RSWSF) based on Contractor unsatisfactory or non-performance. Within ten (10) business days of execution of the Contract, the Contractor shall deposit a total collectively of \$10,000,000 (2023 dollars) in accordance with the amount and schedule established in Exhibit A.1-6 into the Designated Capital Improvement and Maintenance Fund (DCIMRF) managed by the Contractor and into the RSWSF managed by the County. In January 2025, the Contractor shall transfer and deposit all remaining funds, including interest accrued, in the money market into the RSWSF managed by the County.

19.2. Designated Capital Improvement and Maintenance Restricted Fund (DCIMRF). The Contractor shall deposit in accordance with the amount and schedule established in Exhibit A.1-6 the DCIMRF Contribution into a new money market fund owned by the Contractor with signatory approvals from the County and Vancouver for disbursements from the account for approved maintenance and capital improvement projects. The County, Vancouver, or County successor shall have the right to check the balance of fund at any time or call on funds and direct to the RSWSF based on the Contractor's unsatisfactory or non-performance. The DCIMRF Contribution shall be annually adjusted starting January 1, 2024 through expiration of the Contract in accordance with Section 19.5. Upon ownership transfer of Central, West Van, or Washougal Regional Transfer Stations to the County or County successor, the Contractor shall transfer and deposit all remaining funds, including interest accrued, in the DCIMRF into the RSWSF managed by the County or County successor. DCIMRF funds will not be invested in current MRF (Attachment A.2) or new MRF.

19.3. Regional Solid Waste System Fund (RSWSF). The County established an interest-bearing special revenue fund (6318), exclusively for Regional System investments. Upon January 1, 2024, the Contractor shall deposit monthly the RSWSF Contribution in accordance with Exhibit A.1-6 for all MSW and Drop Box tonnage received beginning January 1, 2024 through expiration of the Contract including any extension thereof directly into the RSWSF. The per ton contribution for all MSW and Drop Box tonnage shall be annually adjusted starting January 1, 2024 through expiration of the Contract in accordance with Section 19.5. The Parties mutually agree any and all funds in the RSWSF are for the sole purpose of funding the Regional Solid Waste System to be maintained by the County or County successor. Any interested earned must remain in the fund. RSWSF funds will not be invested in current MRF (Attachment A.2) or new MRF.

19.4. Pollution Liability Self-Insurance Fund (PLF). The Parties agree to release the PLF at the onset of the Contract for the purchase of additional Containers to be owned and maintained by the Contractor or its subcontractors. This purchase represents a portion of the storage equipment requirement for the Regional System as specified in Exhibit A.1-3. The Parties agree to release funds equal to the remaining balance of the Additional Work fifteen (15) business days from the execution of the Contract subject to written authorization to release PLF funds by the Contractor and County Program Representatives, from the PLF as final compensation for any and all approved or pending Additional Work under the 2006 agreement with the Contractor. Due to RSWSF restrictions, the County and Vancouver agree to designate the \$0.51 (2023 dollars) within the MSW Tip Fee and Drop Box Tip Fee as contribution to Maintenance services performed under this Contract and effective upon commencement.

19.5. Initial Year and Annual Adjustment to RSWSF & DCIMRF Contributions. Exhibit A.1-6 contains an example of how the RSWSF Contribution is included in the MSW Tip Fee and lists the Contractor's DCIMRF contribution through the term of the Contract. Customers shall not be separately charged an itemized for either contribution.

19.5.1. The Contractor's contributions included in Exhibit A.1-6, as modified during the term of this Contract, include the initial year RSWSF Contribution of \$5,800,000 and the initial year DCIMRF Contribution of \$4,200,000.

19.5.2. Any adjustments to the RSWSF and DCIMRF Contributions, MSW Tip Fee and tonnages and shall be calculated in a manner consistent with the example shown in Exhibit A.1-6.

19.5.3. Annual adjustments to RSWSF and DCIMRF Contributions under this Contract shall be made in accordance with this section and Exhibit A.1-6 whenever there is an annual increase or decrease in CPI. Contributions shall be annually adjusted starting January 1, 2024 by 100% of CPI (first-half to first-half) computed by the United States Department of Labor, Bureau of Labor Statistics, for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue WA. Series 20 Id: CWURS49DSA0, or successor indices. Should the CPI decrease any year, the Guaranteed Minimum Contractor Contribution shall remain fixed, and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual Contribution adjustment in subsequent years until any and all CPI decreases are fully accounted.

19.6. Initial Contribution. Within sixty (60) calendar days of the Contractor's deposit of the initial Ten Million Dollars (\$10,000,0000) in accordance with Exhibit A.1-6 as required within ten (10) business days of execution of the Contract into the

RSWSF managed by the County and the DCIMRF managed by the Contractor for approved reimbursement pursuant to Section 13.2.

19.7.Right to Transfer Funds. The County reserves the right to transfer funds between the RSWSF and DCIMRF.

20. ADDITIONAL SERVICES

20.1.Additional Services. All requests for compensation for work under the Contract shall be made only under the conditions and procedures of this Section and Section 18. For purposes of this Section, the term “additional services” means services that are in addition to the Contract defined scope of services but reasonably related to the scope of the Contract, or other work required to be performed under the Contract or any amendments thereof, including but not limited to the delivery of Source-Separated commercial/industrial Waste, services required to comply with a change in law, statute, rule, regulation, ordinance, permit, permit condition, or regulatory provision. Nothing in this Section is intended to change any other precondition to or procedure for payment or reimbursement required in the Contract.

20.2.Request for Proposal for Additional Services; Obligation to Perform.

20.2.1. County Request; Contractor Proposal. The County shall submit to the Contractor a written request for additional services that includes information regarding a description of the services to be performed. Within twenty-one (21) days after the Contractor receives that request, the Contractor shall submit to the County an itemized proposal stating the costs for performing the additional services. The Contractor’s proposal shall be based on the most cost-effective method for performing the additional services in accordance with the Contract.

20.2.2. Written Authorization by County Required. A request for proposal for additional services from the County shall not be construed as an authorization for the Contractor to perform the additional services covered by that proposal; the Contractor must receive from the County written authorization to perform the additional services before the Contractor may perform and be compensated for that additional scope of work. If the County does not order the Contractor to perform the additional services, the Contractor shall not be entitled to compensation unless the Contractor performed work to remedy what a reasonable person would consider an emergency.

20.2.3. Contractor Compensation for Additional Services. The Contractor may increase the appropriate Tip Fee or implement a new Fee for additional services performed under this Section in accordance with Section 18.

21. CORPORATE STRUCTURE AND ACCOUNTING SYSTEMS

21.1. The Contractor shall operate the districts providing service under this Contract separately from any other company, division or district affiliated with the Contractor. The County does not object to a district manager, district controller, assistant district controller, or clerical positions with combined responsibilities for the separate entities.

21.2. The Contractor shall maintain an accounting system for all operations and maintenance activities, separate from other divisions and districts of the parent company using generally accepted accounting principles to account for all services rendered and materials supplied by Contractor, including additional and deleted work. Open-market commercial recycling customer accounts are specifically excluded from the requirements of this Section.

21.3. The Contractor's accounting system shall separately track cost and all other financial data for each of the Regional Transfer Stations and this information shall be reported separately by the Contractor to the County and Vancouver.

22. NON-PERFORMANCE FEES

22.1. The Contractor acknowledges that if the Contractor does not perform in a timely or quality manner its obligations pursuant to the terms of the Contract, the County, Vancouver, and Cities may suffer damages which are difficult to determine and adequately specify.

22.2. The Contractor agrees, in addition to any other remedies available to the County, Vancouver, and Cities, that the County and Vancouver may demand and receive payment from the Contractor in the amounts specified in Exhibit A.1-9 as non-performance fees for failure of the Contractor to fulfill its obligations.

22.3. The procedure for assessing and appealing non-performance fees shall be as set forth in Section 4.1 of the Master Service Agreement.

EXHIBIT A.1-1 MINIMUM ANNUAL RECYCLING REQUIREMENTS (MARR).

1. Minimum Annual Recycling Requirement. The Contractor shall satisfy a minimum annual recycling requirement or waste reduction goal of ten percent of the Waste delivered to the Regional Transfer Stations or Recycling Processing Center.

2. Calculating Compliance with Recycling Requirement.
 - A. The County Program Representative shall determine future compliance with the MARRs based on the MARR Narrative. The County Program Representative shall retain authority on behalf of the County to modify the MARR Narrative, provided, however, that any such modifications shall be agreed to in writing by the Contractor. Modifications may specifically include changes to the classification of recycle categories within the MARRs calculation. The 10% MARR Bonus shall be calculated based on the materials identified as MARRs Bonus Items in the MARR Narrative. The Contractor shall be entitled to a bonus when the MARRs Bonus Items exceed the 10% MARR. Penalties for failing to meet the 10% MARRs shall be calculated based on the materials identified as MARRs Bonus Items and MARRs Recovered Items in the MARR Narrative. Contractor shall be subject to the penalty provisions when the combined recovery rate from the MARRs Bonus Items and MARRs Recovery Items fail to meet the 10% MARRs.

 - B. By April 1 of each year, the Contractor shall provide the County Program Representative with the necessary documentation as determined by the most recent MARR Narrative which will allow the County Program Representative to determine the Contractor's compliance or noncompliance with the Recycling requirement for the past calendar year. The first calculation shall be based on the time period from January 1, 2024, to December 31, 2024. Recyclable Materials removed from the Waste stream and shall be considered Recycled for purposes of calculations under this Section.

3. Adjustment of Recycling Requirement. It is recognized that the effects of other Waste stream reduction and recycling measures and market conditions, which are beyond the control of the Contractor, may impact the Contractor's ability to meet the 10% recycling requirement, therefore, the County and Contractor agree that upon notice and demonstration by the Contractor of a substantial change in the waste stream condition, the parties shall negotiate in good faith to adjust the percentage Recycling requirement to reflect the changed conditions. The effective date of any adjustment shall be a part of the negotiations.

4. Non-Performance Fees for Failure to Comply with Recycling Requirement. For any year in which the Contractor falls below the Recycling requirement then in effect, the Contractor shall pay to the County Non-Performance Fees in accordance with Exhibit A.1-9 of the Contract.
5. Removal of Recyclable Materials Not Required: Storage of Recyclable Materials; Reporting; Recycling Reinstigated.
 - A. Removal of Recyclable Materials Not Required. Subject to the prior written approval of the County, the Contractor may stop removing certain Recyclable Materials from the Waste stream. The County shall grant that approval if the Contractor meets the following conditions: (1) the Contractor notifies the County thirty (30) days before it stops removing those materials; and (2) the Contractor documents from at least two (2) market sources acceptable to the County, that prices paid for the material have been insufficient to cover Costs such that the net Cost of processing, transporting, and marketing the material has been greater than the Cost of processing, transporting, and disposing of the material at the Disposal Site for the five (5) consecutive months preceding the notice or Contractor documents that a change of law, lack of markets, or other circumstances have made the material non-recyclable.
 - B. Storage of Recyclable Materials. Contractor may store Recyclable Materials removed from the Waste stream, Any Recyclable Material that is in storage at the time the County authorizes the Contractor to stop removing that material from the Waste stream shall be Recycled unless otherwise approved by the Director.
 - C. Quarterly Market Reports. Once the Contractor is authorized by the County to stop removing a Recyclable Material from the Waste stream under this Section, the Contractor shall provide to the County quarterly reports of the current market for that material from at least two (2) market sources acceptable to the County, acting reasonably.
 - D. Recycling Reinstigated. When the market value of a Recyclable Material that is no longer being removed from the Waste stream under this Section exceeds projected Costs such that the net Cost of processing, transporting, and marketing the material is less than the Cost of processing, transporting, and disposing of the material at the Disposal Site for two (2) consecutive quarters, Contractor shall within ten (10) days of the second (2nd) quarterly report remove that material from the Waste stream for Recycling and the

material shall again be considered a Recyclable Material for purposes of this Contract.

6. Recyclable Wood

- A. Processing into Fuel. The Contractor may process wood into fuel. For purposes of this Section, “wood” means wood or woody debris for energy recovery. The County shall grant that approval if the net Cost of processing or composting, transporting, and marketing the material is more than the Cost of processing, transporting, and disposing of the material at the Disposal Site for any thirty (30)-day period.
- B. Notice to County. The Contractor shall notify the County thirty (30) days before it changes the initial allowance to process wood into fuel. The notice shall include an explanation for the change in process that includes the market prices paid for composting wood from at least two (2) market sources acceptable to the County versus the cost of processing for fuel.
- C. Processing Into Fuel Considered Recycling. If the County approves the processing of wood into fuel, that processing shall be considered a recovered item for the purposes of calculating the MARRs.
- D. Reports. The County may request the Contractor to provide to the County monthly reports of the current market prices. for wood from at least two (2) market sources acceptable to the County, acting reasonably.
- E. Recycling Reinstated. When the market for wood exceeds projected Costs such that the net Cost of processing or composting, transporting, and marketing the material is less than the Cost of processing, transporting, and disposing of the material at the Disposal Site for two (2) consecutive months, the Contractor and County shall mutually agree on the process for processing wood.

Minimum Annual Recycling Requirements Calculation

1. Failure to recycle Waste in amounts required by the Contract with regard to the MARR.

$N = S \times T \times P$, where

N = Non-Performance Fees

S = Number of shortfall tons from the amount to be recycled in the applicable year

T = The per ton Tip Fee for the applicable year minus the Administrative/Regulatory Fee

P = Penalty factor, applied incrementally as follows:

Percentage Points Below

Recycling Requirement:	P Value
0 to 1	0.15
1 to 2	0.20
2 to 3	0.30
3 to 4	0.40
Greater than 4	0.50

EXHIBIT A.1-2
DESIGNATED DISPOSAL SITES AND DESIGNATED PROCESSING
SITES

Designated Facility Name and Address	Materials Accepted	Back-up Facility Name and Address	Minimum Processing Requirements
Finley Buttes Landfill 73221 Bombing Range Road Boardman, OR 97818	Solid Waste for disposal (Central and West Van), Tires	Wasco County Landfill OR Headquarters Landfill 3434 S Silver Lake Rd, Castle Rock, WA 98611	
Wasco County Landfill 2550 Seele Road The Dalles. OR 97058	Solid Waste for disposal (Washougal)	Finley Buttes Landfill OR Headquarters Landfill 3434 S Silver Lake Rd, Castle Rock, WA 98611	
West Van Materials Recovery Center 6601 NW Old Lower River Road Vancouver, WA 98660	Source Separated Recyclables for processing	Pioneer Recycling Services 16810 SE 120th Ave, Clackamas, OR 97015 OR Pioneer Recycling Services 4109 192nd St E Tacoma, WA 98446	Clark County Acceptable Materials List (Exhibit A.1-4)
Dirt Hugger 111 E Rockland Road Dallesport, WA 98617	Source Separated Organics, Food Waste for processing	Silver Springs Organics 13835 Military Rd SE Rainier, WA 98576	0-20 Gallons or 0-50 Picks per truckload
Burlington Environmental LLC, dba Clean Earth 625 S 32nd St. Washougal, WA 98671	Household Hazardous Waste, Batteries, Motor Oil, Antifreeze,		

	cooking oil for processing		
Metro Metals Northwest Inc. 2401 St. Francis Ln Vancouver, WA 98660	Electronics (Product Stewardship) for processing		
Clean Earth (through Paint Care) 625 S 32nd St. Washougal, WA 98671	Paint (Product Stewardship) for processing		
Nippon Dynawave Packaging 3401 Industrial Way Longview, WA 98632 WestRock Paper Mill 300 Fibre Way Longview, WA 98632 McKinley Paper Company 1902 Marine Dr Port Angeles, WA 98363	Wood Waste, Yard Debris for processing as hog fuel		

EXHIBIT A.1-3
MINIMUM TRANSPORT EQUIPMENT REQUIREMENTS

Refer to attached Minimum Transport Equipment Requirements Excel File.

Table A.1-3.1: Minimum Transport Equipment Annual Adjustment Summary by Contract Year

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	thru 8/31/38
Annual Tonnage Prior Year		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Annual Tonnage Current Year		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Annual Tonnage Percent Increase		-	-	-	-	-	-	-	-	-	-	-	-	-	-
<u>Containers</u>															
Sealed Containers (Compactor)	374	374	374	374.00	374.00	374.00	374.00	374.00	374.00	374.00	374.00	374.00	374.00	374.00	374.00
Open Top Intermodal (Top Load)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<u>Chassis</u>															
Assigned to System for CRC (Transport from CTR)	20	20	20	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00
Assigned to System for TW (FB Landfill Short Haul)	12	12	12	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
<u>Tractors</u>															
Highway	6	6	6	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00
Yard	5	5	5	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
<u>Possum Belly Trailers</u>															
Possum Belly Trailers	10	10	10	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00
<u>50 Yard Open Top (Organics Waste Transport)</u>															
Assigned to WVAN	6	6	6	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00
			-	-	-	-	-	-	-	-	-	-	-	-	-
Total	433	433	433	433.00	433.00	433.00	433.00	433.00	433.00	433.00	433.00	433.00	433.00	433.00	433.00

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

Delayed Purchase	Adjusted Total														
Sealed Containers (Compactor)		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Open Top Intermodal (Top Load)		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Unallocated Funds	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2024

PLF Fund:

	Commencement	Assumed PLF		Total Funding	Adjusted
	Date	Allocation	Unit Cost		Count
Annual Tonnage Prior Year					
Annual Tonnage Current Year					
Annual Tonnage Percent Increase					
<u>Containers</u>					
Sealed Containers (Compactor)	374		\$	-	374
Open Top Intermodal (Top Load)	-		\$	-	-
<u>Chassis</u>					
Assigned to System for CRC (Transport from CTR)	20		\$	-	20
Assigned to System for TW (FB Landfill Short Haul)	12		\$	-	12
<u>Tractors</u>					
Highway	6		\$	-	6
Yard	5		\$	-	5
<u>Possum Belly Trailers</u>					
Possum Belly Trailers	10		\$	-	10
<u>50 Yard Open Top (Organics Waste Transport)</u>					
Assigned to WVAN	6		\$	-	6
Total	433	-	\$	-	433
Unallocated Funds to Be Deposited into RSWSF and DCIMRF as determined by the County			\$	-	

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2025

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	374	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	-	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	20	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	12	\$ -	-			12	\$ -
Tractors								
Highway	6	6	\$ -	-			6	\$ -
Yard	5	5	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	10	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	6	\$ -	-			6	\$ -
Total	433	433		-		-	433	
Unallocated Funds								\$ -
Summary of Delayed Purchase/Funds and Unallocated Funds to Date								
Delayed Purchase		Current Year Adjustments	Adjusted Total					
Sealed Containers (Compactor)	-	-	-					
Open Top Intermodal (Top Load)	-	-	-					
Unallocated Funds	\$ -	\$ -	\$ -					

Key: Yellow Highlight is Data Entry
Red Highlight notes Cell Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2026

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	374	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	-	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	20	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	12	\$ -	-			12	\$ -
Tractors								
Highway	6	6	\$ -	-			6	\$ -
Yard	5	5	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	10	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	6	\$ -	-			6	\$ -
Total	433	433		-		-	433	
Unallocated Funds								\$ -
Summary of Delayed Purchase/Funds and Unallocated Funds to Date								
Delayed Purchase		Current Year Adjustments	Adjusted Total					
Sealed Containers (Compactor)	-	-	-					
Open Top Intermodal (Top Load)	-	-	-					
Unallocated Funds	\$ -	\$ -	\$ -					

Key:

Yellow Highlight is Data Entry

Red Highlight notes Cell Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2027

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	374	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	-	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	20	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	12	\$ -	-			12	\$ -
Tractors								
Highway	6	6	\$ -	-			6	\$ -
Yard	5	5	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	10	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	6	\$ -	-			6	\$ -
Total	433	433		-		-	433	
Unallocated Funds								\$ -

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

	Current Year Adjustments	Adjusted Total
Delayed Purchase		
Sealed Containers (Compactor)	-	-
Open Top Intermodal (Top Load)	-	-
Unallocated Funds	\$-	\$ -

Key: Yellow Highlight is Data Entry
Red Highlight notes Cell Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2028

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	374	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	-	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	20	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	12	\$ -	-			12	\$ -
Tractors								
Highway	6	6	\$ -	-			6	\$ -
Yard	5	5	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	10	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	6	\$ 300	\$ 1,800	-		6	\$ -
Total	433	433		-		-	433	
Unallocated Funds								\$ -

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

	Current Year Adjustments	Adjusted Total
Delayed Purchase		
Sealed Containers (Compactor)	-	-
Open Top Intermodal (Top Load)	-	-
Unallocated Funds	\$-	\$ -

Key: Yellow Highlight is Data Entry
Red Highlight notes Cell Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2029

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	374	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	-	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	20	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	12	\$ -	-			12	\$ -
Tractors								
Highway	6	6	\$ -	-			6	\$ -
Yard	5	5	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	10	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	6	\$ -	-			6	\$ -
Total	433	433		-		-	433	
Unallocated Funds								\$ -

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

	Current Year Adjustments	Adjusted Total	
Delayed Purchase			
Sealed Containers (Compactor)	-	-	
Open Top Intermodal (Top Load)	-	-	
Unallocated Funds	\$-	\$ -	

Key: Yellow Highlight is Data Entry
Red Highlight notes Cell Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2030

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	374	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	-	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	20	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	12	\$ -	-			12	\$ -
Tractors								
Highway	6	6	\$ -	-			6	\$ -
Yard	5	5	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	10	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	6	\$ -	-			6	\$ -
Total	433	433		-		-	433	
Unallocated Funds								\$ -

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

	Current Year Adjustments	Adjusted Total	
Delayed Purchase			
Sealed Containers (Compactor)	-	-	
Open Top Intermodal (Top Load)	-	-	
Unallocated Funds	\$-	\$ -	

Key:

Yellow Highlight is Data Entry

Red Highlight notes Cell Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2031

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	374	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	-	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	20	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	12	\$ -	-			12	\$ -
Tractors								
Highway	6	6	\$ -	-			6	\$ -
Yard	5	5	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	10	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	6	\$ -	-			6	\$ -
Total	433	433		-		-	433	
Unallocated Funds								\$ -

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

	Current Year Adjustments	Adjusted Total
Delayed Purchase		
Sealed Containers (Compactor)	-	-
Open Top Intermodal (Top Load)	-	-
Unallocated Funds	\$-	\$ -

Key: Yellow Highlight is Data Entry
Red Highlight notes Cell Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2032

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	374	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	-	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	20	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	12	\$ -	-			12	\$ -
Tractors								
Highway	6	6	\$ -	-			6	\$ -
Yard	5	5	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	10	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	6	\$ -	-			6	\$ -
Total	433	433		-		-	433	
Unallocated Funds								\$ -

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

	Current Year Adjustments	Adjusted Total	
Delayed Purchase			
Sealed Containers (Compactor)	-	-	
Open Top Intermodal (Top Load)	-	-	
Unallocated Funds	\$-	\$ -	

Key: Yellow Highlight is Data Entry
Red Highlight notes Cell Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2033

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	374	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	-	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	20	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	12	\$ -	-			12	\$ -
Tractors								
Highway	6	6	\$ -	-			6	\$ -
Yard	5	5	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	10	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	6	\$ -	-			6	\$ -
Total	433	433		-		-	433	
Unallocated Funds								\$ -

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

	Current Year Adjustments	Adjusted Total
Delayed Purchase		
Sealed Containers (Compactor)	-	-
Open Top Intermodal (Top Load)	-	-
Unallocated Funds	\$-	\$ -

Key: Yellow Highlight is Data Entry
Red Highlight notes Cell Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2034

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	374	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	-	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	20	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	12	\$ -	-			12	\$ -
Tractors								
Highway	6	6	\$ -	-			6	\$ -
Yard	5	5	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	10	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	6	\$ -	-			6	\$ -
Total	433	433		-		-	433	
Unallocated Funds								\$ -

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

	Current Year Adjustments	Adjusted Total	
Delayed Purchase			
Sealed Containers (Compactor)	-	-	
Open Top Intermodal (Top Load)	-	-	
Unallocated Funds	\$-	\$ -	

Key: Yellow Highlight is Data Entry
Red Highlight notes Cell Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2035

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	374	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	-	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	20	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	12	\$ -	-			12	\$ -
Tractors								
Highway	6	6	\$ -	-			6	\$ -
Yard	5	5	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	10	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	6	\$ -	-			6	\$ -
Total	433	433		-		-	433	
Unallocated Funds								\$ -

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

	Current Year Adjustments	Adjusted Total	
Delayed Purchase			
Sealed Containers (Compactor)	-	-	
Open Top Intermodal (Top Load)	-	-	
Unallocated Funds	\$-	\$ -	

Key: Yellow Highlight is Data Entry
Red Highlight notes Cell Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2036

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	374	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	-	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	20	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	12	\$ -	-			12	\$ -
Tractors								
Highway	6	6	\$ -	-			6	\$ -
Yard	5	5	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	10	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	6	\$ -	-			6	\$ -
Total	433	433		-		-	433	
Unallocated Funds								\$ -

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

	Current Year Adjustments	Adjusted Total	
Delayed Purchase			
Sealed Containers (Compactor)	-	-	
Open Top Intermodal (Top Load)	-	-	
Unallocated Funds	\$-	\$ -	

Key: Yellow Highlight is Data Entry
Red Highlight notes Cell Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2037

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	374	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	-	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	20	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	12	\$ -	-			12	\$ -
Tractors								
Highway	6	6	\$ -	-			6	\$ -
Yard	5	5	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	10	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	6	\$ -	-			6	\$ -
Total	433	433		-		-	433	
Unallocated Funds								\$ -

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

	Current Year Adjustments	Adjusted Total
Delayed Purchase		
Sealed Containers (Compactor)	-	-
Open Top Intermodal (Top Load)	-	-
Unallocated Funds	\$-	\$ -

Key: Yellow Highlight is Data Entry
Red Highlight notes Cell Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year Ending 8/31/2038

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	374	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	-	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	20	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	12	\$ -	-			12	\$ -
Tractors								
Highway	6	6	\$ -	-			6	\$ -
Yard	5	5	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	10	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	6	\$ -	-			6	\$ -
Total	433	433		-		-	433	
Unallocated Funds								\$ -
Summary of Delayed Purchase/Funds and Unallocated Funds to Date								
Delayed Purchase		Current Year Adjustments	Adjusted Total					
Sealed Containers (Compactor)	-	-	-					
Open Top Intermodal (Top Load)	-	-	-					
Unallocated Funds	\$-	\$ -	\$ -					

Key:

Yellow Highlight is Data Entry

Red Highlight notes Cell Targeted to be Zero or Close to Zero

**EXHIBIT A.1-4
APPROVED PROGRAM MATERIALS FOR PROCESSING**

PROGRAM DROP-OFF MATERIALS AT TRANSFER STATIONS

1. Mixed waste paper
2. Newspaper
3. Cardboard
4. Milk Cartons and drink or liquid boxes (typically aseptic or gable top containers)
5. Narrow neck plastic bottles, jugs, and jars (typically PET (#1) and HDPE (#2) resins but can be manufactured with other resins)
6. Plastic yogurt and margarine tubs (typically polypropylene PP #5 resin)
7. Plastic buckets and nursery pots five gallons or less (typically ridged HDPE resins)
8. Aluminum containers (typically UBCs)
9. Steel and tin containers, including empty aerosols
10. Ferrous and nonferrous scrap metal
11. Glass food and beverage containers, all colors
12. Source separated shredded paper
13. Film Plastic (typically HDPE #2 and LDPE #4)
14. EPS (#6) Block Foam (subject to market availability)
15. White Goods (non-freon containing)
16. Vehicle Batteries
17. Used motor oil and antifreeze (delivered in sealed clear plastic jugs)
18. Propane tanks and isobutane fuel canisters
19. Sharps

20. Materials covered by State EPR laws, including Paint covered by Paint Care, electronic products covered by E-cycle Washington program, Mercury Containing CFLs and Florescent Tube Lights covered by LightRecycle WA, batteries covered by EPR, and any future material covered by local or state producer responsibility laws

PROGRAM DROP OFF MATERIALS FOR A FEE AT TRANSFER STATIONS

1. Freon containing White Goods
2. Passenger and commercial tires (on and off rim)
3. Document shredding services
4. Asbestos or Potentially Asbestos Containing Material (PACM)
5. Select electronic products not covered by E-cycle Washington but banned in Oregon landfills
6. Oversized items or large volumes of material requiring special handling and/or a Special Waste permit for disposal such as (wastewater treatment plant solids, boats, trailers, etc.)

PROGRAM FOOD WASTE MATERIALS

1. All pre- and post-consumer food waste, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds, and eggshells. Food Scraps may include select compostable plastic or paper bags used to contain materials, as approved by the designated Organics or Food Waste processor
2. Food Scraps shall not include dead animals, plastics, diapers, cat litter, liquid wastes, ashes, pet wastes, or other materials prohibited by the designated Organics or Food Waste processor. Does not include compostable service ware, soiled paper, or other materials prohibited by the processor (or composting facility)

PROGRAM HOUSEHOLD HAZARDOUS WASTE (HHW) MATERIALS

1. Adhesives, glues, caulk, epoxy resins, sealants
2. Aerosols

3. Antifreeze*
4. Batteries (single-use, alkaline, rechargeable, lithium ion, etc.)
5. Chemical fertilizers
6. Cleaners, bleach, degreasers, polishes, waxes
7. E-cigarette/vaping devices and nicotine liquids (limited to 1 gallon per visit)
8. Fire extinguishers*
9. Fuel, gasoline, propane, white gas, lighter fluid, diesel oil
10. Lead-acid vehicle batteries*
11. Sharps* (in a puncture-proof container)
12. Mercury-containing lights*, thermostats, thermometers, switches
13. Motor oil*
14. Non-controlled medications
15. Paints, inks, stains, primers
16. Pesticides, insecticides, fungicides, herbicides
17. Solvents, thinners, paint strippers

**Item can be dropped off during all Receiving services hours Regional Transfer Stations, not just designated Household Hazardous Waste Receiving services hours.*

PROGRAM ORGANICS MATERIALS

1. Any organic waste material that is Source-separated for processing or composting, such as Yard Debris and Food Scraps generated by any Residential or Commercial customers

PROGRAM RECYCLABLE MATERIALS

1. Mixed waste paper (clean mixed waste paper, newspaper, colored paper, magazines, phone books, catalogues, advertising supplements, paperboard, paper towel and toilet paper rolls, brown or kraft paper)
2. Cardboard
3. Milk Cartons and drink or liquid boxes (typically aseptic or gable top containers)
4. Narrow neck plastic bottles, jugs, and jars (typically PET (#1) and HDPE (#2) resins but can be manufactured with other resins)
5. Plastic yogurt and margarine tubs, (typically polypropylene PP #5 resin)
6. Plastic buckets and nursery pots five gallons or less (typically ridged HDPE resins)
7. Aluminum containers, (typically UBCs)
8. Steel and tin containers, including empty aerosols
9. Ferrous and nonferrous scrap metal
10. Glass food and beverage jars and bottle containers, all colors
11. Source separated shredded paper
12. Motor Related Fluids – used motor oil and antifreeze (contained in sealed clear plastic jugs)
13. Household Batteries – collected from curbside
14. Other Material(s) designated as being part of a Residential or Commercial Recycling collection program under County or City collection contract

PROGRAM WOOD WASTE MATERIALS

1. Branches, stumps, wood chips
2. Clean wood, lumber, plywood, OSB, clean pallets
3. Does not include pressure-treated, painted or stained wood, particle boards, plastic lumber, or

PROGRAM YARD DEBRIS MATERIALS

1. Leaves, grass, prunings, garden trimmings, branches, and small trees
2. Materials larger than four (4) inches in diameter or four (4) feet in length
3. Un-flocked, undecorated whole Christmas trees
4. Does not include sod, dirt, rocks, soil

EXHIBIT A.1-5 REPORTING REQUIREMENTS

The Contractor shall submit to the County Program Representative and Vancouver Program Representative no later than the thirtieth (30th) day after each month or on such other schedule agreed to by the Parties a monthly report that includes, but is not limited to, the following information related to the operation of the system (as applicable and unless otherwise required by the County Program Representative and Vancouver Program Representative):

1. Daily and monthly tonnages of solid waste, by material type and jurisdiction, brought into the Regional Transfer Stations, separately and combined;
2. Daily and monthly totals of incoming vehicles utilizing the Regional Transfer Stations, separately and combined;
3. Daily and monthly tonnage of containerized and other Solid Waste categories leaving the Regional Transfer Stations, separately and combined;
4. Daily and monthly totals of Containers leaving the Regional Transfer Stations, separately and combined;
5. Household Hazardous Waste information by Regional Transfer Station site;
6. Drop Off Area and Recycling activity information;
7. A summary of any suspicious and unacceptable waste incidents and actions taken;
8. A summary of any complaints and actions taken or recommended actions;
9. Any extraordinary occurrences affecting the Contractor or Subcontractor(s);
10. Status of facilities and operating equipment;
11. Any substantive correspondence between the Contractor and regulatory agencies relevant to the Contract;
12. Other items as deemed necessary by the County Program Representative and Vancouver Program Representative for its record-keeping and other Contract performance evaluation purposes; and

13. Daily and monthly tonnages of Waste delivered to the Regional Transfer Stations by Commercial Vehicle, separately and combined, originating from outside the County.

**EXHIBIT A.1-6
FUND CONTRIBUTIONS**

Refer to attached Fund Contributions Excel File.

Exhibit A.1-6: Capital Fund Calculator (MSW Tip Fee)											Key: Yellow Cells are Data Entry
Initial Term	Note	Commencement Date	2024	2025	2026	2027	2028	2029	2030	2031	2032
Contract Year											
MSW Tip Fee	A	\$ 111.94	\$ 111.94								
Portion of MSW Tip Fee Directed to RSWSF (2023 dollars)		\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
CPI Adjustment (actual to be entered)		6.55%									
Portion of MSW Tip Fee Directed to RSWSF (2023 dollars)	B	\$ 15.98	\$ 15.98	\$ 15.98	\$ 15.98	\$ 15.98	\$ 7.46	\$ 7.46	\$ 7.46	\$ 7.46	\$ 7.46
MSW Tip Fee Less Portion Directed to RSWSF		\$ 95.96	\$ 95.96	\$ (15.98)	\$ (15.98)	\$ (15.98)	\$ (7.46)	\$ (7.46)	\$ (7.46)	\$ (7.46)	\$ (7.46)
Guaranteed Minimum Contractor Contribution (2023 dollars)	C	\$ 10,000,000	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700					
CPI Adjustment (actual to be entered)		6.55%	0.00%	0.00%	0.00%	0.00%					
Guaranteed Minimum Contractor Contribution (2023 dollars)	C	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700					
Estimated Additional DCIMRF Contribution	D	\$ 4,854,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700					
MSW and Drop Box Annual Tonnage Calendar Year		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Actual Tonnage (to be adjusted annually)	E	399,639									
Estimated Tip Fee Directed to RSWSF (2023 dollars)	E	\$ 5,800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Due Date to RSWSF	F	Execution of Contract	See Note F	See Note F	See Note F	See Note F	See Note F	See Note F	See Note F	See Note F	See Note F
Estimated Additional DCIMRF Contribution	E	\$ 4,200,000	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700					
Payment Due Date to DCIMRF	D	Execution of Contract	See Note D	See Note D	See Note D	See Note D	See Note D	See Note D	See Note D	See Note D	See Note D
Cumulative Contractor Contribution		\$ 10,000,000	\$ 20,654,700	\$ 31,309,400	\$ 41,964,100	\$ 52,618,800	\$ 52,618,800	\$ 52,618,800	\$ 52,618,800	\$ 52,618,800	\$ 52,618,800
Table Notes A: Current MSW tip fee effective January 1, 2024 as defined in A.1. Approved MSW tip fee as defined in A.1 shall be used for 2025 through the expiration of Contract. B: Regional Solid Waste System Fund (RSWSF) contribution as defined in MSA. Upon execution of the New Contract, Contractor will contribute (i) an estimated lump sum payment of \$5,800,000 into the RSWSF; (ii) an estimated lump sum payment of \$4,200,000 into the DCIMF; and (iii) a per ton RSWSF contribution for monthly tonnages from January 1, 2024 through the commencement date into the RSWSF. Upon execution of the New Contract, Contractor's per ton contribution that shall be for monthly tonnages through the contract expiration date to RSWSF as defined in A.1 except as otherwise specified in Agreement in Principle. Per ton Contractor RSWSF contribution shall be annually adjusted starting January 1, 2024, and every January 1, thereafter by 100% of CPI (first-half to first-half) computed by the United States Department of Labor, Bureau of Labor Statistics, for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue Area. Should the CPI decrease any year, the Guaranteed Minimum Contractor Contribution shall remain fixed and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual fee adjustment in subsequent years until any and all CPI decreases are fully accounted. The per ton Contractor RSWSF contribution has been adjusted for 2024 as shown above. C: Guaranteed Minimum Contractor Contribution shall be annually adjusted starting January 1, 2024 by 100% of CPI (first-half to first-half) computed by the United States Department of Labor, Bureau of Labor Statistics, for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue Area. Should the CPI decrease any year, the Guaranteed Minimum Contractor Contribution shall remain fixed and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual fee adjustment in subsequent years until any and all CPI decreases are fully accounted. The Guaranteed Minimum Contractor Contribution has been adjusted for 2024 as shown above. D: Designated Capital Improvement and Maintenance Restricted Fund (DCIMRF) contribution as defined in MSA. Upon execution of the New Contract, Contractor will contribute a lump sum payment of \$4,200,000 into the DCIMRF. DCIMRF contribution that shall be paid in January of the subsequent contract year to RSWSF as defined in A.1. DCIMRF contribution shall be annually adjusted starting January 1, 2024, and every January 1, thereafter as defined in A.1. The per ton DCIMRF contribution has been adjusted for 2024 as shown above. E: Actuals, not estimates as shown above, shall be used for calculation purposes. F: For 2023, the per ton RSWSF contribution shall be paid within 10 business days of execution of the contract. For January 1, 2024 thru August 31, 2024, the per ton RSWSF contribution shall be paid in January 2025. The RSWSF contribution shall be paid monthly through the contract expiration date including any extension thereof. G: The Contractor's guaranteed contribution to the DCIMRF in January 2025 will be reduced by the actual amount paid by the Contractor to the designated barge subcontractor for the barge transportation adjustment in 2024 (approximately \$599,344), pursuant to A.1.											

**Exhibit A.1-6: Capital Fund Calculator (MSW Tip Fee)
Conditional Extension**

Key: Yellow Cells are Data Entry

	Note					
	2033	2034	2035	2036	2037	thru 8/31/2038
Contract Year						
MSW Tip Fee	A					
Portion of MSW Tip Fee Directed to RSWSF (2023 dollars)	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
CPI Adjustment (actual to be entered)						
Portion of MSW Tip Fee Directed to RSWSF (2023 dollars)	B					
MSW Tip Fee Less Portion Directed to RSWSF	\$ (7.46)	\$ (7.46)	\$ (7.46)	\$ (7.46)	\$ (7.46)	\$ (7.46)
Guaranteed Minimum Contractor Contribution (2023 dollars)	C					
CPI Adjustment (actual to be entered)	C					
Guaranteed Minimum Contractor Contribution (2023 dollars)	D					
Estimated Additional DCIMRF Contribution						
MSW and Drop Box Annual Tonnage Calendar Year	2033	2034	2035	2036	2037	2038
Actual Tonnage (to be adjusted annually)	E					
Estimated Tip Fee Directed to RSWSF (2023 dollars)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Due Date to RSWSF	See Note F	See Note F	See Note F	See Note F	See Note F	See Note F
Estimated Additional DCIMRF Contribution	E					
Payment Due Date to DCIMRF	See Note D	See Note D	See Note D	See Note D	See Note D	See Note D
Cumulative Contractor Contribution	\$52,618,800	\$52,618,800	\$52,618,800	\$52,618,800	\$52,618,800	\$52,618,800

Table Notes

- A:** Current MSW tip fee as defined in A.1. Approved MSW tip fee as defined in A.1 shall be used for 2025 through the expiration of Contract.
- B:** Regional Solid Waste System Fund (RSWSF) contribution as defined in MSA. Upon execution of the New Contract, Contractor will contribute (i) an estimated lump sum payment of \$5,800,000 into the RSWSF; (ii) an estimated lump sum payment of \$4,200,000 into the DCIMRF; and (iii) a per ton RSWSF contribution for monthly tonnages from January 1, 2024 through the commencement date into the RSWSF. Upon execution of the New Contract, Contractor's per ton contribution that shall be for monthly tonnages through the contract expiration date to RSWSF as defined in A.1 except as otherwise specified in Agreement in Principle. Per ton Contractor RSWSF contribution shall be annually adjusted starting January 1, 2024, and every January 1, thereafter by 100% of CPI (first-half to first-half) computed by the United States Department of Labor, Bureau of Labor Statistics, for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue Area. Should the CPI decrease any year, the Guaranteed Minimum Contractor Contribution shall remain fixed and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual fee adjustment in subsequent years until any and all CPI decreases are fully accounted. The per ton Contractor RSWSF contribution has been adjusted for 2024 as shown above.
- C:** Guaranteed Minimum Contractor Contribution shall be annually adjusted starting January 1, 2024 by 100% of CPI (first-half to first-half) computed by the United States Department of Labor, Bureau of Labor Statistics, for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue Area. Should the CPI decrease any year, the Guaranteed Minimum Contractor Contribution shall remain fixed and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual fee adjustment in subsequent years until any and all CPI decreases are fully accounted. The Guaranteed Minimum Contractor Contribution has been adjusted for 2024 as shown above.
- D:** Designated Capital Improvement and Maintenance Restricted Fund (DCIMRF) contribution as defined in MSA. Upon execution of the New Contract, Contractor will contribute a lump sum payment of \$4,200,000 into the DCIMRF. DCIMRF contribution that shall be paid in January of the subsequent contract year to RSWSF as defined in A.1. DCIMRF contribution shall be annually adjusted starting January 1, 2024, and every January 1, thereafter as defined in A.1. The per ton DCIMRF contribution has been adjusted for 2024 as shown above.
- E:** Actuals, not estimates as shown above, shall be used for calculation purposes.
- F:** For 2023, the per ton RSWSF contribution shall be paid within 10 business days of execution of the contract. For January 1, 2024 thru August 31, 2024, the per ton RSWSF contribution shall be paid in January 2025. The RSWSF contribution shall be paid monthly through the contract expiration date including any extension thereof.
- G:** The Contractor's guaranteed contribution to the DCIMRF in January 2025 will be reduced by the actual amount paid by the Contractor to the designated barge subcontractor for the barge transportation adjustment in 2024 (approximately \$599,344), pursuant to A.1.

Exhibit A.1-6: Capital Fund Calculator (Drop Box Tip Fee)										Key: Yellow Cells are Data Entry				
Initital Term	Note													
		Commencement												
Contract Year		Date	2024	2025	2026	2027	2028	2029	2030		2031		2032	
Drop Box Tip Fee	A	\$	99.43	\$ 99.43										
Portion of Drop Box Tip Fee Directed to RSWSF (2023 dollars)		\$	15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 7.00	\$ 7.00	\$ 7.00	\$	7.00	\$ 7.00	
CPI Adjustment (actual to be entered)			6.55%											
Portion of Drop Box Tip Fee Directed to RSWSF (2023 dollars)	B	\$	15.98	\$ 15.98	\$ 15.98	\$ 15.98	\$ 15.98	\$ 7.46	\$ 7.46	\$ 7.46	\$	7.46	\$ 7.46	
Drop Box Tip Fee Less Portion Directed to RSWSF		\$	83.45	\$ 83.45	\$ (15.98)	\$ (15.98)	\$ (15.98)	\$ (7.46)	\$ (7.46)	\$ (7.46)	\$	(7.46)	\$ (7.46)	
MSW and Drop Box Annual Tonnage Calendar Year		2023	2024	2025	2026	2027	2028	2029	2030		2031		2032	
Actual Tonnage (to be adjusted annually)	E	399,639												

EXHIBIT A.1-7
ANNUAL FEE ADJUSTMENT AND FEE SCHEDULE

Refer to attached Annual Fee Adjustment and Fee Schedule Excel File.

Exhibit A.1-7

CPI for Urban Wage Earners and Clerical Workers (CPI-W)

Source: <https://data.bls.gov/cgi-bin/srgate>

Series Id: CWURS49DSA0

Not Seasonally Adjusted

Series Title: All items in Seattle-Tacoma-Bellevue, WA, urban wage

Area: Seattle-Tacoma-Bellevue WA

Item: All items

Base Period: 1982-84=100

Years: 2013 to Current

Key: Yellow Highlight are Data Entry

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2013		236.542		237.405		238.963		239.343		239.363		238.021	238.129	237.271	238.987
2014		239.607		243.690		244.293		244.471		244.289		240.726	242.732	242.006	243.458
2015		240.735		243.165		246.925		247.500		246.307		246.146	244.933	243.104	246.761
2016		246.464		249.396		251.848		252.393		252.639		252.286	250.523	248.769	252.277
2017		255.471		257.648		259.487		259.528		261.218		262.485	258.847	256.646	261.049
2018		264.477		266.720		268.957		267.757		269.719		269.470	267.550	265.898	269.203
2019		271.039		272.393		273.488		274.520		274.358		274.954	273.272	271.825	274.720
2020		278.081		276.427		276.244		281.131		280.152		279.308	278.476	277.012	279.941
2021		282.795		286.700		293.607		295.410		297.873		301.139	291.704	286.125	297.283
2022		305.702		310.928		321.626		322.664		325.897		324.906	317.403	310.691	324.114
2023		328.615		332.082		336.135		339.034		340.260		338.852	334.911	331.032	338.790
2024		342.387													
2025															
2026															
2027															
2028															
2029															
2030															
2031															
2032															
2033															
2034															
2035															
2036															
2037															
2038															

Exhibit A.1-7

Data 1: West Coast No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)

[Source](https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD_EPD2DXL0_PTE_R50_DPG&f=M) https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD_EPD2DXL0_PTE_R50_DPG&f=M

Sourcekey 2DXL0_PTE_R50_DPG

Date West Coast No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)

Key:

Yellow Highlight are Data Entry

Month	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
January	3.587	3.147	4.454	5.085	4.555														
February	3.481	3.304	4.666	5.006	4.672														
March	3.304	3.622	5.733	4.865	4.652														
April	3.007	3.648	5.807	4.702	4.672														
May	2.897	3.721	6.076	4.605															
June	2.928	3.809	6.465	4.435															
July	2.956	3.916	6.193	4.529															
August	2.960	4.004	5.648	5.110															
September	2.947	4.024	5.633	5.577															
October	2.926	4.177	5.838	5.528															
November	2.979	4.398	5.736	5.116															
December	3.082	4.392	5.249	4.755															
Mid Year Average		3.258	4.843	5.250	4.917														
Change			48.62%	8.40%	-6.34%														

	Mid 20 thru Mid 21	Mid 21 thru Mid 22	Mid 22 thru Mid 23	Mid 23 thru Mid 24	Mid 24 thru Mid 25	Mid 25 thru Mid 26	Mid 26 thru Mid 27	Mid 27 thru Mid 28	Mid 28 thru Mid 29	Mid 29 thru Mid 30	Mid 30 thru Mid 31	Mid 31 thru Mid 32	Mid 32 thru Mid 33	Mid 33 thru Mid 34	Mid 34 thru Mid 35	Mid 35 thru Mid 36	Mid 36 thru Mid 37	Mid 37 thru Mid 38	Mid 38 thru Mid 39
July	295.6	391.6	619.3	452.9															
August	296.0	400.4	564.8	511.0															
September	294.7	402.4	563.3	557.7															
October	292.6	417.7	583.8	552.8															
November	297.9	439.8	573.6	511.6															
December	308.2	439.2	524.9	475.5															
January	314.7	445.4	508.5	455.5															
February	330.4	466.6	500.6	467.2															
March	362.2	573.3	486.5	465.2															
April	364.8	580.7	470.2	467.2															
May	372.1	607.6	460.5																
June	380.9	646.5	443.5																

Avg (12 mo.)	325.8	484.3	525.0	491.7	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	(Cents Per Gallon)
Change	-4.75%	48.62%	8.40%	-6.34%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

Exhibit A.1-7: Annual Fee Adjustments (Rate Model)**Key:** Yellow Highlight are Data Entry

This model calculates the MSW Tip Fee. The rate is comprised of transfer & disposal and transport costs. The two price indices selected for this model are the CPI-W for Seattle-Tacoma-Bellevue (Half 1) and the change in the PADD 5 West Coast Diesel Ultra Low Sulfur index.

Transfer & Disposal costs ("Operating Fee") are escalated by 82% of the CPI. If the landfilled tonnage volume increases by 3% or more from the prior 12 month period, the ratio is decreased to 75% of the CPI.

Transport costs ("Transport Fee") are escalated by two factors; CPI and the change in fuel. Operational and capital costs are adjusted by 100% of the CPI; whereas, the fuel is adjusted to the PADD 5 fuel index. Operations and capital costs comprise 80% of the Transport costs and fuel is the remaining 20%.

The One-Time Barge Transportation Adjustment will be incorporated into the Transport operations and capital costs effective January 1, 2025 pursuant to Section 18.2

Tip Fee Components	MSW Current Year	Index	Factor	Index %	Difference	MSW New
Current MSW Tip Fee (Published)	\$ 111.94					
(less County Health Fee)	\$ (1.43)					
Net MSW Tip Fee	\$ 110.51					
Transfer & Disposal (80%)	\$ 88.41	CPI	82%	6.55%	\$ 4.75	\$ 93.15
Transport (20%)	\$ 22.10					
One-Time Barge Transportation Adjust.	\$ 1.60					
Transport Ops & Capital	\$ 19.28	CPI	100%	6.55%	\$ 1.26	\$ 20.54
Transport Fuel	\$ 4.42	PADD 5	100%	8.40%	\$ 0.37	\$ 4.79
Totals	\$ 112.11					\$ 118.49
Percent Rate Change						5.69%
Transfer & Disposal Factor Adjustment						
Prior 12 month Period Landfilled Tons	399,639					County Health Fee \$ 1.43
Current 12 month Period Landfilled Tons	406,833					New MSW Tip Fee \$ 119.92
Tonnage Change	7,194					
Percentage Change	1.80%					Difference \$ 7.98
Seattle-Tacoma-Bellevue CPI-W						
Previous Year CPI 1st half	310.691					
Current Year CPI 1st half	331.032					
CPI Percent Change	6.55%					
PADD 5 Fuel Index						
Prior Period Index	4.8427					
Current Period Index	5.2496					
Fuel Index Percent Change	8.40%					

Exhibit A.1-7: Annual Fee Adjustment (Continued)
Key: Yellow Highlight are Data Entry

This model calculates the Drop Box Tip Fee. The rate is comprised of transfer & disposal and transport costs. The two price indices selected for this model are the CPI-W for Seattle-Tacoma-Bellevue (Half 1) and the change in the PADD 5 West Coast Diesel Ultra Low Sulfur index.

Transfer & Disposal costs ("Operating Fee") are escalated by 82% of the CPI. If the landfilled tonnage volume increases by 3% or more from the prior 12 month period, the ratio is decreased to 75% of the CPI.

Transport costs ("Transport Fee") are escalated by two factors; CPI and the change in fuel. Operational and capital costs are adjusted by 100% of the CPI; whereas, the fuel is adjusted to the PADD 5 fuel index. Operations and capital costs comprise 80% of the Transport costs and fuel is the remaining 20%.

The One-Time Barge Transportation Adjustment will be incorporated into the Transport operations and capital costs effective January 1, 2025 pursuant to Section 18.2.

Tip Fee Components	Drop Box Current Year	Index	Factor	Index %	Difference	Drop Box New
Current Drop Box Tip Fee (Published)	\$ 99.43					
(less County Health Fee)	\$ (1.43)					
Net Drop Box Tip Fee	\$ 98.00					
Transfer & Disposal (80%)	\$ 78.40	CPI	82%	6.55%	\$ 4.21	\$ 82.61
Transport (20%)	\$ 19.60					
One-Time Barge Transportation Adjust.	\$ 1.60					
Transport Ops & Capital	\$ 17.28	CPI	100%	6.55%	\$ 1.13	\$ 18.41
Transport Fuel	\$ 3.92	PADD 5	100%	8.40%	\$ 0.33	\$ 4.25
Totals	\$ 99.60					\$ 105.27
Percent Rate Change						5.69%
Transfer & Disposal Factor Adjustment						
Prior 12 month Period Landfilled Tons	399,639				County Health Fee	\$ (1.43)
Current 12 month Period Landfilled Tons	406,833				New Drop Box Tip Fee	\$ 106.70
Tonnage Change	7,194				Difference	\$ 7.27
Percentage Change	1.80%					
Seattle-Tacoma-Bellevue CPI-W						
Previous Year CPI 1st half	310.691					
Current Year CPI 1st half	331.032					
CPI Percent Change	6.55%					
PADD 5 Fuel Index						
Prior Period Index	4.8427					
Current Period Index	5.2496					
Fuel Index Percent Change	8.40%					

Exhibit A.1-7: Annual Fee Adjustment (Rate Model) (Continued)**Key:** Yellow Highlight are Data Entry

This model calculates the Yard Debris Tip Fee at CTR. The rate is comprised of transfer & processing and transport costs. The two price indices selected for this model are the CPI-W for Seattle-Tacoma-Bellevue (Half 1) and the change in the PADD 5 West Coast Diesel Ultra Low Sulfur index.

Transfer & Processing costs ("Operating Fee") are escalated by 82% of the CPI. If the landfilled MSW tonnage volume increases by 3% or more from the prior 12 month period, the ratio is decreased to 75% of the CPI.

Transport costs ("Transport Fee") are escalated by two factors; CPI and the change in fuel. Operational and capital costs are adjusted by 100% of the CPI; whereas, the fuel is adjusted to the PADD 5 fuel index. Operations and capital costs comprise 80% of the Transport costs and fuel is the remaining 20%.

Tip Fee Components	Yard Debris Current	Index	Factor	Index %	Difference	Yard Debris New
Yard Debris @ CTR (Published)	\$ 79.49					
Transfer & Processing (80%)	\$ 63.59	CPI	82%	6.55%	\$ 3.41	\$ 67.01
Transport (20%)	\$ 15.90					
Transport Ops & Capital	\$ 12.72	CPI	100%	6.55%	\$ 0.83	\$ 13.55
Transport Fuel	\$ 3.18	PADD 5	100%	8.40%	\$ 0.27	\$ 3.45
Totals	\$ 79.49					
Percent Rate Change						5.68%
Transfer & Disposal Factor Adjustment					Difference \$	4.51
Prior 12 month Period Landfilled Tons	399,639					
Current 12 month Period Landfilled Tons	406,833					
Tonnage Change	7,194					
Percentage Change	1.80%					
Seattle-Tacoma-Bellevue CPI-W						
Previous Year CPI 1st half	310.691					
Current Year CPI 1st half	331.032					
CPI Percent Change	6.55%					
PADD 5 Fuel Index						
Prior Period Index	4.8427					
Current Period Index	5.2496					
Fuel Index Percent Change	8.40%					

Exhibit A.1-7: Annual Fee Adjustment (Rate Model) (Continued)**Key:** Yellow Highlight are Data Entry

This model calculates the Wood Waste Tip Fee at CTR. The rate is comprised of transfer & processing and transport costs. The two price indices selected for this model are the CPI-W for Seattle-Tacoma-Bellevue (Half 1) and the change in the PADD 5 West Coast Diesel Ultra Low Sulfur index.

Transfer & Processing costs ("Operating Fee") are escalated by 82% of the CPI. If the landfilled MSW tonnage volume increases by 3% or more from the prior 12 month period, the ratio is decreased to 75% of the CPI.

Transport costs ("Transport Fee") are escalated by two factors; CPI and the change in fuel. Operational and capital costs are adjusted by 100% of the CPI; whereas, the fuel is adjusted to the PADD 5 fuel index. Operations and capital costs comprise 80% of the Transport costs and fuel is the remaining 20%.

Tip Fee Components	Wood Waste	Index	Factor	Index %	Difference	Wood Waste New
Wood Waste @ CTR (Published)	\$ 79.49					
Transfer & Processing (80%)	\$ 63.59	CPI	82%	6.55%	\$ 3.41	\$ 67.01
Transport (20%)	\$ 15.90					
Transport Ops & Capital	\$ 12.72	CPI	100%	6.55%	\$ 0.83	\$ 13.55
Transport Fuel	\$ 3.18	PADD 5	100%	8.40%	\$ 0.27	\$ 3.45
Totals	\$ 79.49					\$ 84.00
Percent Rate Change						5.68%

Transfer & Disposal Factor Adjustment

Prior 12 month Period Landfilled Tons	399,639
Current 12 month Period Landfilled Tons	406,833
Tonnage Change	7,194
Percentage Change	1.80%

Difference \$ 4.51

Seattle-Tacoma-Bellevue CPI-W

Previous Year CPI 1st half	310.691
Current Year CPI 1st half	331.032
CPI Percent Change	6.55%

PADD 5 Fuel Index

Prior Period Index	4.8427
Current Period Index	5.2496
Fuel Index Percent Change	8.40%

Exhibit A.1-7: Annual Fee Adjustment (Rate Model) (Continued)**Key:** Yellow Highlight are Data Entry

This model calculates the Yard Debris Tip Fee at West Van. The rate is comprised of transfer & processing and transport costs. The two price indices selected for this model are the CPI-W for Seattle-Tacoma-Bellevue (Half 1) and the change in the PADD 5 West Coast Diesel Ultra Low Sulfur index.

Transfer & Processing costs ("Operating Fee") are escalated by 82% of the CPI. If the landfilled MSW tonnage volume increases by 3% or more from the prior 12 month period, the ratio is decreased to 75% of the CPI.

Transport costs ("Transport Fee") are escalated by two factors; CPI and the change in fuel. Operational and capital costs are adjusted by 100% of the CPI; whereas, the fuel is adjusted to the PADD 5 fuel index. Operations and capital costs comprise 80% of the Transport costs and fuel is the remaining 20%.

Tip Fee Components	Yard Debris Current	Index	Factor	Index %	Difference	Yard Debris New
Yard Debris @ West Van (Published)	\$ 79.01					
Transfer & Processing (80%)	\$ 63.21	CPI	82%	6.55%	\$ 3.39	\$ 66.60
Transport (20%)	\$ 15.80					
Transport Ops & Capital	\$ 12.64	CPI	100%	6.55%	\$ 0.83	\$ 13.47
Transport Fuel	\$ 3.16	PADD 5	100%	8.40%	\$ 0.27	\$ 3.43
Totals	\$ 79.01					\$ 83.50
Percent Rate Change						5.68%

Transfer & Disposal Factor Adjustment

Difference \$ 4.49

Prior 12 month Period Landfilled Tons	399,639
Current 12 month Period Landfilled Tons	406,833
Tonnage Change	7,194
Percentage Change	1.80%

Seattle-Tacoma-Bellevue CPI-W

Previous Year CPI 1st half	310.691
Current Year CPI 1st half	331.032
CPI Percent Change	6.55%

PADD 5 Fuel Index

Prior Period Index	4.8427
Current Period Index	5.2496
Fuel Index Percent Change	8.40%

Exhibit A.1-7: Annual Fee Adjustment (Rate Model) (Continued)**Key:** Yellow Highlight are Data Entry

This model calculates the Organics and Food Waste Tip Fee at West Van. The rate is comprised of transfer & processing and transport costs. The two price indices selected for this model are the CPI-W for Seattle-Tacoma-Bellevue (Half 1) and the change in the PADD 5 West Coast Diesel Ultra Low Sulfur index.

Transfer & Processing costs ("Operating Fee") are escalated by 82% of the CPI. If the landfilled MSW tonnage volume increases by 3% or more from the prior 12 month period, the ratio is decreased to 75% of the CPI.

Transport costs ("Transport Fee") are escalated by two factors; CPI and the change in fuel. Operational and capital costs are adjusted by 100% of the CPI; whereas, the fuel is adjusted to the PADD 5 fuel index. Operations and capital costs comprise 80% of the Transport costs and fuel is the remaining 20%.

Tip Fee Components	Organics / FW Current	Index	Factor	Index %	Difference	Organics / FW New
Organics / FW @ West Van (Published)	\$ 97.50					
Transfer & Processing (80%)	\$ 78.00	CPI	82%	6.55%	\$ 4.19	\$ 82.19
Transport (20%)	\$ 19.50					
Transport Ops & Capital	\$ 15.60	CPI	100%	6.55%	\$ 1.02	\$ 16.62
Transport Fuel	\$ 3.90	PADD 5	100%	8.40%	\$ 0.33	\$ 4.23
Totals	\$ 97.50					\$ 103.04
Percent Rate Change						5.68%

New West Van Organics/FW Tip Fee

Transfer & Disposal Factor Adjustment

Difference \$ 5.54

Prior 12 month Period Landfilled Tons	399,639
Current 12 month Period Landfilled Tons	406,833
Tonnage Change	7,194
Percentage Change	1.80%

Seattle-Tacoma-Bellevue CPI-W

Previous Year CPI 1st half	310.691
Current Year CPI 1st half	331.032
CPI Percent Change	6.55%

PADD 5 Fuel Index

Prior Period Index	4.8427
Current Period Index	5.2496
Fuel Index Percent Change	8.40%

A.1-7: Fee Schedule**Effective** 1-Jan-24**Fees By Type****Tip Fees (per ton)**

	<u>2024</u>	<u>Unit (Weight or Item)</u>
MSW	\$ 111.94	per ton
Drop Box	\$ 99.43	per ton
Yard Debris (CTR)	\$ 79.49	per ton
Wood Waste (CTR)	\$ 79.49	per ton
Yard Debris (West Van)	\$ 79.01	per ton
Wood Waste (West Van)	\$ 79.01	per ton
Organics / Food Waste (West Van)	\$ 97.50	per ton

Special Waste Tip Fees (per ton)

Asbestos / PACM	\$ 310.72	per ton
Contaminated Soils	\$ 111.94	per ton

Additional Fees

Special Handling Fee	\$ 80.00	per load, plus tonnage charge
Extra Labor (hourly rate)	\$ 30.00	per load, plus tonnage charge
Transaction Fee "TF"	\$ 10.00	per trip
White Goods (i.e. large appliances that do not contain freon)	\$ 6.13	per item
Appliances (freon containing)	\$ 23.64	per item
Tires*		
Car Tire (on rim)	\$ 2.98	per item
Car Tire (off rim)	\$ 5.66	per item
Truck Tire (on rim)	\$ 11.03	per item
Truck Tire (off rim)	\$ 21.77	per item

* Transaction Fee not applied to first 4 tires. A transaction Fee will not be charged on the FIRST FOUR TIRES brought in separately.

A \$5.25 minimum applies.

Document Shredding Services	\$ 9.34	per unit (banker box)
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Other / Drop Off

Recycling / Program Drop Off Materials at Transfer Stations	FREE
E-Cycle WA covered electronics	FREE
Program HHW for Drop Off	FREE Limited to 200 lbs., per trip
Other Special Waste Drop Off: Sharps, Motor Oil, Car Batteries	FREE
State EPR Programs: Pharmaceuticals, Paint	FREE

>>\$2 recycling rebate if delivering 40 lbs. of separated recyclables	\$ (2.00) per trip
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State Refuse Tax	3.6% per applicable law
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Fee Schedule published on CRC's website: [Rates and Fees | Columbia Resource Company](#)

A.1-7: Approved Fees Paid to State or Local Governments

<u>Fee Paid to LG</u>		<u>2024</u>	<u>Basis for Fee</u>	<u>Notes / Basis for Annual Adjustment</u>
County Admin Fee	\$	5.13	per ton	Adjusts based on CPI/Inflation Factor
County Health Fee	\$	1.43	per ton	Fixed Fee, does not adjust
Host Fees				
Vancouver	\$	14,669.53		Adjusts based on CPI/Inflation Factor
Washougal	\$	X.XX	blurry btwn - WCW/CRC	Adjusts based on Washougal agreement

EXHIBIT A.1-8 METHODOLOGY FOR DEALING WITH ANY FUTURE DECREASE IN THE CONSUMER PRICE INDEX

If the net CPI indices percent change (after applying the 80% CPI or other applicable weighting factor) is negative for the prescribed reference period (most recent year compared to previous year), then the annual Tip Fee increase shall be deemed “zero” percent and shall not be negative. In the subsequent year(s) the ending “base year” net value that last produced a positive change in the tip fee shall remain the “base year” until such year that the new percent change becomes positive. Subsequent years that do not produce a positive percent change will continue to result in a “zero” percent adjustment to the tipping fee. The following example is used to illustrate this calculation:

FORMULA

$$\frac{(\text{Most Recent Index} - \text{Base Year Index})}{\text{Base Year Index}} \times \text{Applicable Weighting Factor} = \% \text{ Increase in Tip Fee}$$

Where Base Year = Most Recent Year with a Positive Increase in the Index above the previous high point

Example

Year 1: Net Index =	1000	
Year 2: Net Index =	1010	
Year 3: Net Index =	950	
Year 4: Net Index =	990	
Year 5: Net Index =	1050	
Year 6: Net Index =	1060	
Year 2 percent change:	((1010-1000)/1000) x 0.82 = <u>+0.82%</u>	
Year 3 percent change:	((950-1010)/1010) x 0.82 = -4.87%	call it <u>ZERO</u>
Year 4 percent change:	((990-1010)/1010) x 0.82 = -1.62%	call it <u>ZERO</u>
Year 5 percent change:	((1050-1010)/1010) x 0.82 = <u>+3.25%</u>	
Year 6 percent change:	((1060-1050)/1050) x 0.82 = <u>+0.78%</u>	

Example Applied to Prior CPI Index for Disposal Contract			
June 2007 Index =	201.217		
June 2008 Index =	209.456	Percent change 2008/07	$((209.456-201.217)/201.217) \times 0.82 = \underline{+3.358}$
June 2009 Index =	207.898	Percent change 2009/08	$((207.898-209.456)/209.456) \times 0.82 = -0.610 \underline{\text{ZERO}}$
June 2010 Index =	213.036	Percent change 2010/09	$((213.036-209.456)/209.456) \times 0.82 = \underline{+1.402}^*$
June 2011 Index =	218.872	Percent change 2011/10	$((218.872-213.036)/213.036) \times 0.82 = \underline{+2.246}$
<i>* The following calculation was used for setting the 2011 MSW Tip Fee:</i> $((213.036-207.898)/207.898) \times 0.82 = \underline{+2.027}$			

EXHIBIT A.1-9 NON-PERFORMANCE FEES

The following acts or omissions shall be considered non-compliance with the Contract and the County Program Representative and Vancouver Program Representative have the right to require payment by the Contractor of the fees set forth for each act or omission separate from the Contractor's costs related to resolving the non-performance instance:

Receiving

1. Failure to accept materials during scheduled hours of operation – \$500 per hour, up to \$5,000 per day per facility

General Operations

2. Failure to achieve commercial collection vehicle truck turn around time upon implementation of a Fee or Capital Improvement Project(s) to impact traffic - \$50 per vehicle.
3. Failure to comply with notice requirements regarding transitioning from primary plan to back up plan - \$250 per instance per day
4. Failure to clear tip floor per work day - \$3,000 per facility per day
5. Failure to comply with any material prescribed procedures or requirements of a facility Operations Plan –
 - 5.1. 1st instance in Contract year- written notice
 - 5.2. 2nd instance in Contract year- \$250 per instance per facility
 - 5.3. Every additional instance in Contract year- \$500 per instance per facility

General Equipment, Maintenance, and Facility Condition

6. Failure to comply with equipment maintenance or operation requirement –
 - 6.1. 1st instance in Contract year- written notice
 - 6.2. 2nd instance in Contract t year- \$250 per instance per facility
 - 6.3. Every additional instance in Contract year- \$500 per instance per facility
7. Failure to comply with facility maintenance or operation requirement –

- 7.1. 1st instance in Contract year- written notice
- 7.2. 2nd instance in Contract year- \$250 per instance per facility
- 7.3. Every additional instance in Contract year- \$500 per instance per facility

Disposal/Processing Facilities

- 8. Disposal or incineration of uncontaminated source-separated organics, yard debris or recyclables without the prior written permission of the County/Vancouver Representative and/or State of Oregon- \$250 per ton
- 9. Causing any material delivered to the Contractor via the Contract to be delivered to any backup or other facility without the written consent of the County Program Representative in accordance with the procedures in this Contract: \$2,000 for the first occurrence and \$5,000 per occurrence thereafter

Planning and Reporting

- 10. Failure to comply with drafting and updating Operations Plans as required- \$100 per instance per day
- 11. Failure to comply with Contract and regulatory reporting as required- \$100 per instance per day

Customer Service

- 12. Failure to maintain and publish accurate Tip Fees, charges, and rates at the scale house, online, in publications, on billing statement, etc.- \$100 per instance per day
- 13. Failure to comply with Drop-off Area requirements -
 - 13.1. 1st instance in Contract year- written notice
 - 13.2. 2nd instance in Contract year- \$250 per instance per facility
 - 13.3. Every additional instance in Contract year- \$500 per instance per facility

Accounting / Billing Errors

- 14. Failure to bill accounts accurately:
 - 14.1. 1st instance in Contract year- written notice

- 14.2. 2nd instance in Contract year- \$100 per instance per account
- 14.3. Every additional instance in Contract year- \$200 per account
- 15. Failure to maintain accounting by facility and business line.
 - 15.1. 1st instance in Contract year- written notice
 - 15.2. 2nd instance in Contract year- \$250 per instance
 - 15.3. Every additional instance in Contract year- \$500 per instance

MASTER SERVICE AGREEMENT**ATTACHMENT A.2****HDC.1818**

between

CLARK COUNTY

P.O. Box 9825, Vancouver, WA 98666

and

CITY OF VANCOUVER

P.O. Box 1995, Vancouver, WA 98666

and

COLUMBIA RESOURCE CO., L.P.

6601 NW Old Lower River Road, Vancouver, WA 98660

Project: Comprehensive Solid Waste and Recycling Services and
Regional Solid Waste System Capital Improvements
Services

Description: Regional Recyclables Processing Services

Supplier Contract Number: N/A
Contract Name: CCPH Columbia Resource Co. Solid Waste HDC.1818
MSA Contract Period: September 1, 2024 - December 31, 2032
Attachment A.2 Term: September 1, 2024 - December 31, 2027

County Contacts		
Program	Fiscal	Contract
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Vancouver Contacts		
Program	Fiscal	Contract
Julie Gilbertson 360.487.7162 julie.gilbertson@cityofvancouver.us	Shannon Turk 360.487.7132 shannon.turk@cityofvancouver.us	Anna Vogel 360.487.8429 anna.vogel@cityofvancouver.us
Contractor Contacts		
Program	Fiscal	Contract
Derek Ranta 503.884.9332 derek.ranta@wasteconnections.com	Jason Hudson 503.884.9332 Jason.hudson@wasteconnections.com	Derek Ranta 503.884.9332 derek.ranta@wasteconnections.com

By signing below, Clark County, hereinafter referred to as "County," City of Vancouver, hereinafter referred to as "Vancouver", and Columbia Resource Co., L.P., hereinafter referred to as "Contractor," agree to all terms and conditions, exhibits, and requirements of this contract.

CONTRACTOR:

Dan Schooler 08/27/24

Dan Schooler, Date
Western Region Vice President

CITY OF VANCOUVER:

Eric Holmes, City Manager	Date
------------------------------	------

CLARK COUNTY:

Kathleen Otto, County Manager	Date
----------------------------------	------

APPROVED AS TO FORM ONLY:

Jonathan Young, Date Amanda Migchelbrink, Date
City Attorney Deputy County Prosecuting Attorney

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1. INITIAL TERM AND EXTENSIONS

- 1.1. **Initial Term.** This Contract shall commence on September 1, 2024, at 12:00 AM, Pacific Time and shall terminate on December 31, 2027 at 11:59 PM, Pacific Time or sooner upon successful negotiations for services at a new Recycling Processing Center. This provision in no way limits the County's or Vancouver's authority to terminate this Contract, in its entirety or in part, at any time during the initial term pursuant to the Master Services Agreement Terms and Conditions Section 4.
- 1.2. **Conditional Extension Term.** Upon successful negotiations for services at a new Recycling Processing Center on or before December 31, 2025, the County or County successor shall extend this Attachment A.2. for an additional one (1) year term, if necessary, commencing on January 1, 2028 and shall terminate no later than December 31, 2028 at 11:59 PM, Pacific Time. The County or County successor, and with input from Vancouver, shall provide written notice of intent to extend this Attachment A.2 no later than sixty (60) calendar days prior to the termination of the then current term. This provision in no way limits the County's or Vancouver's authority to terminate this Contract, in its entirety or in part, at any time during any optional conditional extension term pursuant to the Master Services Agreement Terms and Conditions Section 4.

2. RECYCABLES PROCESSING SERVICES

- 2.1. **Recycling Processing Center Hours of Operation and Holidays.** The Contractor shall provide Recyclables Processing Services in compliance with the conditional use permit for the Recycling Processing Center and West Van Regional Transfer Station Operations Plan and zoning except when approved in writing by the County Program Representative and excluding holidays per Section 2.1.2.
- 2.1.1. **Conditional Use Permit as to Hours of Operation.** To the extent the current Conditional Use Permit for the Recycling Processing Center at the West Van Regional Transfer Station does not permit the hours of operation contemplated by this Contract (including this Section 2.1 and Section 2.3.1), the Contractor shall within thirty (30) calendar days following the effective date of this Contract submit necessary documentation to amend such Conditional Use Permit to the applicable jurisdiction and shall complete such amendment within a reasonable period of time. In the event the applicable jurisdiction does not grant the amendment to such Conditional Use Permit, the Parties agree that the failure to amend such Conditional Use Permit shall not constitute a breach or violation of this Contract, provided that such failure to amend is not caused by the Contractor's failure to respond to or comply with a reasonable request or condition of the applicable jurisdiction.

2.1.2. **Holidays.** The following shall be holidays for purposes of this Contract: New Year's Day, Thanksgiving Day, and Christmas Day. The Contractor shall observe all of the above-mentioned holidays by suspension of Recyclables Processing on a holiday.

2.2. **Security of Recycling Processing Center.** The requirements for security required for the West Van Regional Transfer Station set forth in Section 2 of Attachment A.1 shall apply to the Recycling Processing Center.

2.3. **Fire Protection and Life Safety of Recycling Processing Center.** The requirements for fire protection and life safety required for the West Van Regional Transfer Station set forth in Section 2 of Attachment A.1 shall apply to the Recycling Processing Center.

2.4. **Delivery of Materials.**

2.4.1. **Delivery of Recyclables Generated in the County and Cities to Recycling Processing Center.** The Contractor shall accept all recyclables generated in the County and Cities delivered to the Recycling Processing Center. The County and Vancouver shall deliver recyclables generated in the County and Vancouver and collected by County and Vancouver municipal, contracted, or franchised hauler to the Recycling Processing Center. The County shall require any other City served by the Plan to deliver all recyclables generated in such City and collected by such City's municipal, contracted, or franchised hauler to the Recycling Processing Center.

2.4.2. **Delivery of Materials from Other Sources to Recycling Processing Center.** The Contractor may accept deliveries of materials generated from other sources not included in Section 2.4.1 with prior written approval of the County Program Representative and subject to the written negotiated terms between the County, Vancouver, and the Contractor. The Contractor shall not accept materials generated from sources out-of-state, excluding the State of Oregon, and delivered to the Recycling Processing Center that is not included in Section 2.4.1 without prior written approval of the County, Vancouver, and compliance with the written negotiated terms between the County, Vancouver, and the Contractor.

2.5. **Receiving Services.**

2.5.1. **Receiving Services Hours of Operation.** Except as otherwise provided herein, the Contractor shall accept all approved Program Recyclables delivered to Recycling Processing Center during Receiving services hours of operation.

2.5.1.1. **Recyclables.** The Parties agree that the Receiving services hours and days of operation at Recycling Processing Center

shall be from 6:00 A.M.to 6:00 P.M., Pacific Time on Monday, Tuesday, Wednesday, Thursday, and Friday.

2.5.1.2. **Inclement Weather or Other Unforeseen Circumstance.** In certain instances, due to inclement weather, higher than typical set outs, or other unforeseen circumstance, the Parties shall work cooperatively to shorten or extend the receiving services hours and days of operation for County and Cities' municipal, contracted, or franchised hauler for the Recycling Processing Center. If the Parties agree to shorten or extend the receiving services hours of operation for County and Cities' municipal, contracted, or franchised hauler for the Recycling Processing Center, the Contractor shall provide prompt written notice to City Representatives of any changes to Receiving Services hours and days of operation for the Recycling Processing Center.

2.5.2. **Location of Receiving Services.** The Contractor shall accept all Recyclables within the Recycling Processing Center Building at the West Van Regional Transfer Station site and in accordance with the approved Facility Operations Plan.

2.5.3. **Priority Access.** The Contractor shall provide priority access at the Recycling Processing Center to County and Cities municipal, contracted, or franchised hauler. Priority access means that Contractor shall always provide service to County and Cities municipal, contracted, or franchised hauler prior to all other persons delivering materials.

2.5.4. **Vehicle Wait and Turnaround Time.** The Contractor understands and agree vehicle wait and turnaround time impacts the Regional System. Therefore, the Parties shall work cooperatively to minimize wait and vehicle turnaround time. The Parties shall use reasonable efforts to achieve average times on site of no more than the average times referred to in Sections 2.5.4.1 and 2.5.4.2. The Parties agree the average vehicle turnaround times set forth herein may be adjusted by mutual agreement upon implementation of capital improvements to the West Van Regional Transfer Station or upon implementation of Contractor improvements to the Recycling Processing Center site paid by the Contractor.

2.5.4.1. **Commercial Vehicle Turnaround Time.** The Parties shall work cooperatively to achieve weekly average times on site of no more than twenty (20) minutes from the time the inbound commercial vehicle leaves the scale house and the time such commercial vehicle returns to the scale house including any time spent in the outbound scale house queue.

2.5.4.2. **Other Customers.** The Parties shall work cooperatively to achieve weekly average times on site of no more than thirty (30) minutes from the time the inbound non-commercial vehicle leaves the scale house and the time the non-commercial vehicle returns to the scale house including any time spent in the outbound scale house queue.

2.5.5. **Inspection of Loads.** As part of receiving services, the Contractor shall inspect in accordance with this Section the contents of all loads of material delivered to the Recycling Processing Center to confirm such material does not contain Unacceptable Waste.

2.5.5.1. **Timing of Inspection of Loads.** The Contractor shall conduct inspections while a route vehicle or person is unloading material at the Recycling Processing Center and prior to such route vehicle leaving the Recycling Processing Center. The County Program Representative or City Representative for where such material was generated may be present to observe any inspection and may at its sole discretion and cost also inspect such material delivered to the Recycling Processing Center. If the County Program Representative or the City representative for where such material was generated is not present, the Contractor shall notify the County Program Representative or City representative for where such material was generated of the presence of Unacceptable Waste promptly upon discovery.

2.5.5.2. **Rejection of Material.** If the Contractor rejects any material, the Contractor shall provide the Person delivering such material with education as to the proper handling and management of such materials at the time such material is rejected. If the Contractor discovers Unacceptable Waste prior to delivering Person leaving the Recycling Processing Center, the Contractor may reject the material or return the Unacceptable Waste to such Person if deemed safe due to the nature of the material. If return to such Person is deemed unsafe due to the nature of the material, the Contractor shall coordinate for the safe management of the Unacceptable Waste and seek reimbursement from such Person for the actual reasonable cost of that disposal. The Contractor shall gather information and evidence, including photographs of any and all Unacceptable Waste and report to City representative for where such material was generated and County Representative and Vancouver Representative.

2.5.6. **Ownership of Materials.** Excluding rejected material in accordance with Section 2.5.5.2, ownership of the materials within a load shall

remain with the Person delivering such material while the Person is at the Recycling Processing Center and shall pass to the Contractor immediately upon such Person leaving the Recycling Processing Center.

- 2.6. **Processing Services.** The Contractor shall process all material received at the Recycling Processing Center in accordance with the Facility's Operations Plan. The Contractor shall process all recyclables received at Regional Transfer Stations Drop-off Areas for diversion at the Recycling Processing Center unless an alternative is required per the Contract or mutually agreed to in writing by the County Program Representative, Vancouver Contract Representative, and the Contractor Contract Representative.

3. **MINIMUM RECYCLABLES PROCESSING REQUIREMENTS**

- 3.1. For the current Recycling Processing Center, the Contractor shall use commercially reasonable effort to recover a minimum of eighty-five percent (85%) or higher based on weight of approved Program Recyclables recovered divided by weight of total approved Program Recyclables Received at the Recycling Processing Center and delivered by County, Vancouver, and Cities' municipal, contracted, or franchised hauler from residential customers. The Parties agree the above calculation excludes residuals.

4. **RECYCLABLES ALLOCATION STUDY AND RESIDUE STUDY**

- 4.1. **Allocation Study.** The Parties agree that the materials composition information derived from the annual Allocation Study shall be used for calculating the quarterly revenue share between the Parties. If agreed and approved by the County Program Representative and Vancouver Contract Representative, CRC may complete the study using existing staffing, the cost of which the parties acknowledge is already included in the Processing Tip Fee calculation pursuant to Exhibit A.2-4. Alternatively, the County and Vancouver may request the Contractor, at Contractor's sole expense, to retain a third party approved by County Contract Representative and Vancouver Contract Representative to conduct the Allocation Study in accordance with the protocol set forth in Exhibit A.2-2. The Allocation Study shall be completed annually and conducted between May 1st and June 30th of each year. If requested and approved by the County Program Representative and Vancouver Contract Representative, the Parties agree that the cost of retaining a third party to perform the annual Allocation Study will be an allowable expense included in the Processing Tip Fee calculation pursuant to Exhibit A.2-4.
- 4.2. **Residue Study.** If requested and approved by the County and Vancouver, the Contractor may retain a third party approved by the County and Vancouver to perform a residue study. If approved, the Parties agree that the cost of retaining a third party to perform a residue study will be an allowable expense included in

the Processing Tip Fee calculation pursuant to Exhibit A.2-4 or an expense to be reimbursed by the County.

5. RECYCLING PROCESSING CENTER OPERATIONS PLAN

5.1. Initial Operations Plans. No later than sixty (60) calendar days after execution of the Contract, the Contractor shall submit to the County Program Representative and Vancouver Contract Representative for County approval of a complete and detailed Operations Plan for the Recycling Processing Center within the West Van Regional Transfer Station site. The Contractor agrees such revisions shall be subject to prior approval by the County Public Health Solid Waste Enforcement and any other applicable regulatory agency. The approval of the Operations Plans shall not be construed as a limitation on Contractor's obligation pursuant to the provisions of the Contract. The Operations Plans shall be of sufficient detail to satisfy the County and Vancouver of the Contractor's ability to continue operations for the term of the Contract including but not limited to the following:

- 5.1.1. Capacity assurance
- 5.1.2. Personnel requirements
- 5.1.3. Receiving services by material type
- 5.1.4. Processing services by material type
- 5.1.5. Minimum processing requirements by material type
- 5.1.6. End markets information by material type
- 5.1.7. Recordkeeping and reporting
- 5.1.8. Equipment requirements
- 5.1.9. Facility and equipment maintenance plans
- 5.1.10. Contingency plans including specific measures to be employed when the normal operating resources including when transportation equipment is unavailable
- 5.1.11. Environmental controls
- 5.1.12. Vectors and pests, spillage, leakage, litter and odor, and other nuisance plans
- 5.1.13. Health and safety procedures
- 5.1.14. Facility security and fire safety assessment plan

5.1.15. Other information requested by the County or Vancouver

5.2. Revisions to Operations Plans. The Contractor shall annually review and revise, as necessary, any required Operations Plan to maintain the information contained in those plans current and reflect any substantive changes to activities, information or other material included in those plans. The annual review and revision shall be completed no later than September 30th each year. The Contractor agrees such revisions shall be subject to prior approval by the County Public Health Solid Waste Enforcement and any other applicable regulatory agency. The County Program Representative and Vancouver Contract Representative shall be copied regarding any proposed revisions submitted to County Public Health. The County Program Representative and Vancouver Contract Representative shall be promptly notified of any revisions to the Operations Plan approved by County Public Health.

6. ALTERNATIVE METHODS

- 6.1. No later than sixty (60) calendar days after execution of the Contract, the Contractor shall submit to the County Program Representative for approval a complete and detailed plan for Alternative Methods event(s) for the Recycling Processing Center to be incorporated into the approved Operations Plan. The plan shall be of sufficient detail to satisfy County Public Health Solid Waste Enforcement and any other regulatory agency, the County Program Representative, and Vancouver Contract Representative of the Contractor's ability to continue operations during an Alternative Methods event(s) for the term of the Contract including but not limited to timeline and process for transitioning from primary to contingency plan.
- 6.2. Except as set forth herein, the Contractor shall be solely responsible for any and all additional costs related to the utilization of Alternative Methods including but not limited to operation, receiving, transport, and/or processing methods. The Contractor shall be responsible for procuring any Alternative Methods including but not limited to equipment, labor, permits, and other resources associated with Alternative Methods.
- 6.3. The Contractor shall not use Alternative Methods for which the Contractor requests additional compensation without written approval from County Program Representative. For any Alternative Method which the Contractor requests additional compensation, the Contractor shall fully demonstrate and document the need for the additional compensation to the County Program Representative and Vancouver Contract Representative's satisfaction and approval, acting reasonably, as a precedent to the Contractor's right to a compensation increase under this Contract. For any Alternative Method for which the County or Vancouver requests a reduction in compensation, the Contractor shall be fully responsible to demonstrate and document the need for the reduced compensation to the County and Vancouver's satisfaction and approval, acting reasonably.

- 6.4. If a baler or other major processing system component goes down, the Contractor shall immediately transition to the contingency plan described in the Operations Plan for the Facility and promptly notify the County Program Representative, Vancouver Contract Representative, and County Public Health Solid Waste Enforcement. The Contractor shall promptly discontinue utilizing the contingency plan as soon the system component is repaired and notify the County Program Representative, Vancouver Contract Representative, and County Public Health Solid Waste Enforcement.
- 6.5. Under no circumstances is the Contractor allowed to store bales of unprocessed, commingled recyclables outside the Recycling Processing Center Building as a result of a major system component failure. Storage of unprocessed, commingled recyclables outside the Recycling Processing Center Building is not considered an approved Alternative Method. Storage of processed material baled for market is acceptable when stored in a covered area outside the Recycling Processing Center Building. In the event of a major market disruption the Contractor shall notify County Public Health Solid Waste Enforcement, County Program Representative, and Vancouver Contract Representative that no market is available, and no Alternative Method can be implemented. Upon notification and approval from the County and Vancouver, the Contractor may store bales of marketable material outside the Recycling Processing Center Building in an uncovered area.

7. ADDITION OR DELETION OF APPROVED RECYCLABLES

The County and Vancouver reserve the right to add or delete Program Recyclables from the program as shown in Exhibit A.2-7 if the Parties mutually agree it is economically and technically feasible. An increase or decrease in compensation pursuant to Section 18, if any, for addition or deletion of materials shall be negotiated between the Parties and implemented by an amendment to this Contract.

8. COMMINGLING OF RECYCLABLES PROHIBITED

The Contractor shall not mix unsorted or processed recyclables with other materials such as Solid Waste. The Contractor may mix unsorted commingle with processed Recyclables or residuals with high quantities of recyclables generated from the Recycling Processing Center for additional Processing, as necessary, and for no additional cost and so long as material quality is not adversely impacted.

9. LIABILITY FOR UNACCEPTABLE WASTE

- 9.1. **Responsibility for Unacceptable Waste.** If the Contractor receives Unacceptable Waste, the Contractor may at its option return that waste to the Person who delivered it in accordance with the operating and Recycling Processing Center regulations approved by County Program Representative or the Contractor may dispose of that Unacceptable Waste in accordance with all applicable laws and regulations and charge the Person responsible for that

delivery for the cost of that disposal, plus an amount equal to 10% of the cost of handling the Unacceptable Waste or Special Handling Fee. If the Contractor is unable to identify the person responsible for the nonconforming delivery and return the Unacceptable Waste to that Person, the Contractor shall at the Contractor's sole expense, dispose of that Unacceptable Waste in accordance with applicable law. The Contractor shall pay all costs, consequential damages, or liability related to Unacceptable Waste not returned in accordance with this Section to the Person delivering that waste except that the Contractor may pursue any available remedies against Persons later identified as responsible for delivering that Unacceptable Waste per Section 2.

9.2. Prosecution of Persons Delivering Unacceptable Waste. The County shall assist the Contractor in identifying Persons responsible for delivering Unacceptable Waste to the Recycling Processing Center and shall, subject to the County Prosecuting Attorney's direction, diligently prosecute Persons who illegally deposit Unacceptable Waste at the Recycling Processing Center within the County.

10. DISPOSAL OF MATERIAL DELIVERED FOR DIVERSION PROHIBITED

The Contractor shall not dispose of any approved Program Drop-off or Recyclables delivered by County, Vancouver, other Cities, or other material recovered by Contractor for diversion, or market such materials to brokers and end markets that the Contractor knows or reasonably should have anticipated will dispose of the materials, except when approved, in writing, by the County Program Representative and City Representative when material is derived from within such City or under such City's collection services contract. The Contractor may dispose of allowable thresholds of residuals generated from the Recycling Processing Center.

11. FACILITY SCALE HOUSE SERVICES

The Contractor shall be responsible for operation of the scale house at the West Van Regional Transfer Station to perform scale house services for the Recycling Processing Center. The Contractor shall be responsible for all activities related to the scale house including but not limited to weighing all vehicles, maintenance and calibration of the scale in accordance with the scale manufacturer's recommendations, and billing and collection of payment, and ensuring the average vehicle turnaround times targeted in Section 2.5.4 and consistent with scale house services as outlined in Attachment A.1.

12. FACILITY MAINTENANCE REQUIREMENTS

The Contractor shall be solely responsible for all Maintenance related to Contract services, including but not limited to the Recycling Processing Center and equipment maintenance, servicing, and renewal and replacement, including routine and non-routine maintenance. The Parties agree no Funds pursuant to the Master Services

Agreement and Attachment A.1 Section 19 shall be used or invested in the Recycling Processing Center.

13. RECYCLING PROCESSING CENTER SITE OWNERSHIP AND ACCESS

13.1. Recycling Processing Center Site Ownership. The Parties agree the County and Vancouver shall have the right to purchase the West Van Regional Transfer Station Site, including but not limited to the Recycling Processing Center (but excluding all material processing equipment within the Recycling Processing Center), pursuant to the Master Services Agreement and Attachment A.1 Section 14.

13.2. Recycling Processing Center Site Access. Upon reasonable advance notice to the Contractor, County staff, and Vancouver staff shall be able to access and use the West Van Regional Transfer Station Site, including the Recycling Processing Center, during normal operating hours excluding Allocation Study and Residue Study or otherwise agreed upon, for the purpose of providing tours of the facility and conducting other business matters related to the Recycling Processing Center services and operations. Any access and use of these areas by the County or Vancouver shall not create an impact on the Contractor's operation of the Recycling Processing Center. The only additional exception is for County or other regulatory staff conducting regular inspections.

14. RECYCLING PROCESSING CENTER EQUIPMENT OWNERSHIP, REMOVAL, AND BUILDING REPAIRS UPON EQUIPMENT REMOVAL

14.1. The Contractor owns all of the material processing equipment within the Recycling Processing Center and is responsible for all costs for equipment Maintenance. The Contractor is responsible for all costs associated with removal of the equipment and building repairs when a new material recovery facility is in operation.

14.2. Building repairs required upon removal of the processing equipment include, but are not limited to, the following:

14.2.1. Concrete floor will be clean, safe, and level surface for future operations.

14.2.2. Any processing equipment and its attachments that are supported from the roof structure shall be removed.

14.2.3. Remove the entire processing equipment system and remove anchor rods and floor penetrations. Anchor rods may be cut off at the concrete floor surface and ground down level with the concrete floor surface.

- 14.2.4. Access platforms, fire sprinklers below the platforms, platform supports, steel embeds, guardrails, bunkers, and bollards, but not limited to, are considered as part of the system and shall be removed.
- 14.2.5. Bollards that are in place to protect the building columns shall not be removed.
- 14.2.6. All conveyor pits shall be filled with suitable structural engineered fill and leveled to the concrete floor elevation with minimum 8" reinforced concrete floor slabs.
- 14.2.7. All dust suppression systems, ventilation, and fire suppression systems supported by the roof structure shall be cleaned and rendered fully operational.
- 14.2.8. All building electrical systems and the dust control bag house shall be fully operational.
- 14.2.9. Electrical power and control systems that supply the removed material processing equipment and systems shall be removed.
- 14.2.10. Permits and inspections by permitting agencies for the demolition and removal work shall be obtained and paid for by the Contractor.

15. UTILITIES

- 15.1. The Contractor shall be responsible for the cost of all utilities including but not limited to the water, sewer or septic service, power natural gas or electric service, and phone and internet service.
- 15.2. The Contractor shall be responsible to equip the Recycling Processing Center with an emergency backup power system, so as to ensure power, lights, and safety in the event of a power shortage. This should include, as a minimum, auxiliary lighting, as well as adequate power to continue to operate the Facility.

16. PROPERTY TAXES

The Contractor shall be responsible for any and all property taxes for the current Recycling Processing Center but only for so long as the Recycling Processing Center is located in the West Van Transfer Station and the West Van Transfer Station is owned by the Contractor.

17. RECORDKEEPING AND REPORTING

- 17.1. The Contractor shall provide to the County Program Representative and the Vancouver Contract Representative by the fifteenth (15th) day of each month a report for the preceding month in accordance with Exhibit A.2-3. The Contractor shall provide the County Program Representative and Vancouver

Contract Representative quarterly, semi-annual, and annual reports in accordance with Exhibit A.2-3. The Contractor shall provide reports in an electronic file format and report organization format approved by the County and Vancouver. The Contractor shall not provide reports in a non-editable format unless requested by the County and Vancouver.

- 17.2. The Contractor shall comply with all reporting requirements of the permitting agencies and permits and provide copies of all reports to the County Program Representative and the Vancouver Contract Representative.

18. COMPENSATION PROVISIONS

- 18.1. **Contractor Compensation for Recyclables Processing.** The Contractor shall receive compensation for processing Recyclables delivered to the Recycling Processing Center in accordance with this section. The Contractor shall pay taxes to Cities, County, and State in accordance with this section and Master Services Agreement Section 9. All Fees shall remain fixed except as provided herein.

18.1.1. The Contractor receives compensation for Recyclables Processing through a Fee structure that consists of (i) revenue retained from the sale of Recyclables as described herein and (ii) a County approved Processing Tip Fee. This Fee structure is passed through to County, Vancouver, and Cities Single Family and Multi-family residents subject to separate collection contract terms pursuant to Section 2.4.1.

18.1.2. Commercial Recyclables collected within Clark County and delivered by companies affiliated with the Contractor and/or private entities not affiliated with the Contractor shall not be subject to the Fee structure described by this Contract.

18.1.3. Out-of-county Recyclables delivered to the Recycling Processing Center under Section 2.4.2 by companies affiliated with the Contractor shall be subject to a fee structure described by the Contractor and approved by the County.

18.1.4. The Contractor shall not charge any Fees for Receiving and Processing Recyclables from public Drop-off areas at the Regional Transfer Stations.

18.1.5. The Contractor shall weigh all Recyclables delivered to the Recycling Processing Center and Regional Transfer Stations by collection contractors. The Contractor shall maintain records of the weight of Recyclables and the Persons delivering the Recyclables by location and submit those records to the County and Vancouver each month. The Contractor is not required to pay Persons for any Recyclables delivered to Recycling Drop-off Areas.

- 18.2. **Allocation Study.** As described in Section 4.1 and Exhibit A.2-2 and A.2-4, Contractor or an agreed-upon third party shall conduct an Allocation Study to determine the percentage of each type of marketable recycling commodity included in each ton of Recyclables delivered to the Recycling Processing Center by recycling collection contractor(s) from the County, Vancouver and Cities.
- 18.3. **Revenue from the Sale of Recyclables.** The Contractor is responsible for Processing, marketing, and the sale of Recyclables delivered to the Recycling Processing Center by recycling collection contractor(s) operating under separate collection contracts with the County, Vancouver, and Cities. Contractor is required to submit quarterly reports to the County and Vancouver as described herein. The County and Vancouver are entitled pursuant to this Contract to receive their proportionate share of revenue from the sale of Recyclables as described herein.
- 18.3.1. **Calculation of Quarterly Revenue from the Sale of Recyclables.**
- 18.3.1.1. The Contractor is required to maintain records of delivery of Recyclables from recycling collection contractor(s) operating under separate collection contracts with the County, Vancouver, and Cities.
 - 18.3.1.2. On a quarterly basis, the Contractor shall calculate and report to the County and Vancouver the tons of Recyclables delivered to the Recycling Processing Center by the recycling collection contractor(s) operating under contract with the County and Vancouver.
 - 18.3.1.3. Quarterly reports will be submitted for the periods: January 1 - March 31, April 1 - June 30, July 1 - September 30, and October 1 - December 31, and gross revenue therefrom, within thirty (30) days of the end of each quarter.
 - 18.3.1.4. Quarterly tons processed by commodity type is calculated by multiplying total tons delivered by the County and Vancouver for Processing by the annual allocation study material commodity percentages by for each commodity type processed. An example of the allocation study is attached as Exhibit A.2-4 (A).
 - 18.3.1.5. Quarterly revenue by commodity type is calculated by multiplying the quarterly tons processed by commodity type by the average per ton market price for each commodity type.
 - 18.3.1.6. Total quarterly revenue from the sale of Recyclables is calculated as the sum of all quarterly revenues generated by each commodity type. Total revenue is then shared between

the County and Vancouver based on a proportionate share of the tons of Recyclables delivered from each jurisdiction to the Recyclables Processing Center.

18.3.1.7. An example of a quarterly report is attached as Exhibit A.2-4 (B).

18.3.1.8. Following County and Vancouver review of the quarterly revenue report and direction to the Contractor to proceed with distribution of quarterly revenue share, Contractor shall promptly distribute payments as directed to the County and Vancouver within twenty-one (21) days of County notice to proceed.

18.3.1.9. An example of an Annual Report for Allocated Revenue from the sale of Recyclables by commodity type is attached as Exhibit A.2-4 (D).

18.3.2. Distribution of Revenue from Sale of Recyclable Materials.

Revenue received from the sale of Recyclables delivered to the Recycling Processing Center from collection contractor(s) of the County and Vancouver shall be distributed as follows:

18.3.2.1. Beginning January 1, 2024, Contractor shall retain (i) a per ton Base Fee for Processing Recyclables delivered to the Recycling Processing Center and (ii) an initial percentage of the revenue from the sales of recyclables for compensation in an amount equal to:

i. Base Fee for Recycling Processing: (\$42.66 per ton as of January 1, 2024) of Recyclables received; and

ii. After subtracting the Base Fee for Recycling Processing, 18.3.2.1(i) above, the Contractor shall retain thirty percent (30%) of the remaining revenue derived from the sale of those Recyclables materials.

18.3.2.2. Contractor shall pay the County and Vancouver any amount of revenue remaining after Contractor retains the initial amounts described in 18.3.2.1 (i) and (ii) pursuant to the revenue share procedures set forth in Section 18.3.1.6.

18.3.3. Annual Calculation of Revenue Retained from the Sale of Recyclables.

18.3.3.1. The annual review period for the calculation of revenue retained from the sale of Recyclables is based on the first six

(6) months of the previous year and the last six (6) months of the year preceding that year, from July 1st through June 30th.

18.3.3.2. The Contractor will provide a report for the review period based on the prior four quarterly revenue reports submitted to the County and Vancouver. An example of the annual report is attached as Exhibit A.2-4 (C).

18.3.3.3. The Contractor will provide the County and Vancouver an annual report providing details on revenue from the sale of Recyclables for those materials included in the list of approved Recyclable materials pursuant to Exhibit A.2-7. The intent of the report is to allow the County and Vancouver to verify that the Contractor has correctly applied the results of the Allocation Study to derive average quarterly and average annual revenue per ton. An example of annual report is attached as Exhibit A.2-4 (D).

18.4. Annual Inflationary Adjustment for Base Fee for Recycling Processing.

The Base Fee for Recycling Processing, as described in 18.3.2, may be adjusted each year up to the rate of 82% of the percentage point increase or decrease in the CPI as specified in the Contract.

18.4.1. Should the CPI decrease any year, the Base Fee for Recycling Processing shall remain fixed, and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual adjustment in subsequent years until any and all CPI decreases are fully accounted. The Parties agree to the calculation as shown in Exhibit A.2-5.

18.4.2. Notwithstanding the foregoing, the Contractor shall not increase the Base Fee for Recycling Processing or otherwise be entitled to compensation under this Contract for other payments to Cities in the County (including those referenced in this Section), or to cities or counties in the state of Oregon.

18.5. Annual Calculation of Processing Tip Fee

18.5.1. **Processing Tip Fee Authorized.** The County authorizes the Contractor to establish and charge a per ton Processing Tip Fee for processing of every ton of eligible Recyclables delivered to the Recycling Processing Center. The intent of the Processing Tip Fee is to compensate the Contractor for Processing costs that exceed annual revenue retained from the sale of Recyclables from the County and Vancouver. The Processing Tip Fee is not subject to an annual inflationary adjustment. Contractor shall submit a request to the County and Vancouver to be reviewed and approved annually. The Processing

Tip Fee must be approved by the County and Vancouver prior to being implemented on January 1st of the subsequent year. An example of the calculation is attached as Exhibit A.2-4 (E).

18.5.2. **Annual Processing Cost Summary.**

18.5.2.1. The Contractor shall hire a third-party accountant to conduct an annual review of the cost to process Recyclables, at the Contractor's sole expense, and subject to approval by the County. The Contractor shall compile all actual costs and information associated with the review period, July 1st of the prior year to June 30th of the current year. A list of acceptable expenses allowed to be included in the annual Processing Tip Fee review is attached as Exhibit A.2-4 (F). Any extraordinary expenses not described in Exhibit A.2-4 (A) incurred by the Contractor during the annual review period must be approved in writing by the County and Vancouver, acting reasonably, before being included in the cost summary.

18.5.2.2. The annual review period shall be for the prior four quarters from July 1st of the prior year to June 30th of the current year. The third-party accountant shall submit a summarized cost report for the Parties review. Contractor is required to provide the results to the County and Vancouver no later than August 1st of the current year for the preceding year.

18.5.2.3. The County and Vancouver reserve the right to request, to review and to clarify the detailed cost information utilized to develop the cost summary. The County and Vancouver, acting reasonably, reserve the right to dispute or deny costs submitted by Contractor based on the applicability of the cost to actual Processing expenses and/or the basis for the expenditure.

18.5.2.4. An example of the Annual Processing Cost Summary is attached as Exhibit A.2-4 (F).

18.5.3. **Processing Tip Fee Calculation.** The annual Processing Tip Fee is calculated as follows:

Revenue retained from the sale of Recyclables

Less: Per ton Base Fee for Recyclables Processing retained from sale of recyclable.

Less: 30% Gross/Net revenue retained from sale of recyclables.

Equals total revenue from sales of recyclables retained

Cost to process Recyclables provided by third party accountant.

Less: Depreciation.

Equals Processing Cost *to be evaluated annually*

Processing Cost less depreciation.

Equals Allowed costs to be included in Processing Tip Fee.

Allowed Costs/total tons processed = per ton Processing Tip Fee.

18.5.4. Required Financial Data and Schedule for Annual Processing Tip Fee Calculation. The Contractor shall submit all the financial data as specified in Exhibit A.2-4 to the County and Vancouver on or before August 1, 2024 and every August 1st thereafter for the applicable review period. The Parties agree the Processing Tip Fee adjustments shall be effective on January 1, 2025 and every January 1st thereafter. The Processing Tip Fee shall not be adjusted prior to January 1, 2025.

18.5.5. Processing Tip Fee Discontinued. If the combined revenue retained for Processing from the sale of Recyclables exceeds the Processing cost for four consecutive quarters, the County and Vancouver have the option to discontinue the Processing Tip Fee. The County will provide the Contractor and Vancouver with written notice of the intent to discontinue the Processing Tip Fee no later than September 30th for the following year or with 3 months prior notice if contemplating a mid-year reduction or discontinuance of the Processing Tip Fee.

18.6. Fee Review. On the County's or Vancouver's request, the Contractor shall perform at Contractor's sole expense a Processing Fee review acting reasonably and to the satisfaction of County and Vancouver upon extension of A.2, change in scope of services, request for other Recyclables Processing Fee adjustment, or similar events. The County, Vancouver, or Cities may perform a Fee review after commencement of the Contract pertaining to compensation received for Recyclables processing.

19. CORPORATE STRUCTURE AND ACCOUNTING SYSTEMS

19.1. The Contractor shall operate the districts providing service under this Contract separately from any other company, division, or district affiliated with the Contractor. The County does not object to a district manager, district controller, assistant district controller, or clerical positions with combined responsibilities for the separate entities.

19.2. The Contractor shall maintain an accounting system for all operations and maintenance activities, separate from other divisions and districts of the parent company using generally accepted accounting principles to account for all

services rendered and materials supplied by Contractor, including additional and deleted work. Open-market commercial recycling customer accounts are specifically excluded from the requirements of this Section.

- 19.3. The Contractor's accounting system shall separately track cost and all other financial data for the Recycling Processing Center and this information shall be reported separately by the Contractor to the County and Vancouver.

20. NON-PERFORMANCE FEES

- 20.1. The Contractor acknowledges that if the Contractor does not perform in a timely or quality manner its obligations pursuant to the terms of the Contract, the County, Vancouver, and Cities may suffer damages which are difficult to determine and adequately specify.
- 20.2. The Contractor agrees, in addition to any other remedies available to the County, Vancouver, and Cities, that the County and Vancouver may demand and receive payment from the Contractor in the amounts specified in Exhibit A.2-6 as non-performance fees for failure of the Contractor to fulfill its obligations.
- 20.3. The procedure for assessing and appealing non-performance fees shall be as set forth in Section 4.1 of the Master Service Agreement.

**EXHIBIT A.2-1
DESIGNATED RECYCLING PROCESSING CENTER**

Designated Facility Name and Address	Materials Accepted	Back-up Facility Name and Address	Minimum Processing Requirements
West Van Materials Recovery Center 6601 NW Old Lower River Road Vancouver, WA 98660	Source Separated Recyclables	Pioneer Recycling Services 16810 SE 120th Ave Clackamas, OR 97015 OR Pioneer Recycling Services 4109 192nd St E Tacoma, WA 98446	Clark County Acceptable Materials List

EXHIBIT A.2-2 ALLOCATION STUDY PROTOCOL

An Allocation Study shall be conducted between May 1st and June 30th each year. The Parties shall agree on a timeframe for performing the Allocation Study. The Allocation Study will not be conducted immediately after a holiday or during inclement weather. Unless agreed to via email or other writing by the County and Vancouver, the Parties shall agree on an audit date a minimum of thirty (30) calendar days in advance.

The Contractor, at the Contractor's sole expense, shall conduct the Allocation Study in accordance with the following procedures:

Allocation Study

1. The study will be monitored by the Contractor, and the County and Vancouver if desired. The County and Vancouver may take pictures and video prior to and during the study.
2. The Recycling Processing Center scales, including the vehicle and baler scales, shall be calibrated within ninety (90) calendar days of the Allocation Study. Upon request, the Contractor shall provide documentation to the County and Vancouver of the scales calibration.
3. The Parties will agree to the description of each commodity, including Program Recyclable Materials and other Recyclable Materials Processed into Recovered Materials, in advance of the Allocation Study. Any Recyclables marketed by the Recycling Processing Center shall be included in the description of recyclables material commodity and accepted Program Recyclables; Exhibit A.2-7.
4. The Allocation Study will be conducted based on at least two (2) random Loads per each scheduled Collection day for a calendar week from the Single or Dual Stream Program Recyclables collected from both Single Family and Multi Family Service Customers via Curbside County and Vancouver Program unless more loads are agreed by the Parties. The total tonnage used for the Allocation Study will be approximately three hundred (300) tons.
5. The Parties will agree upon a day to randomly draw routes from each collection day at least two (2) weeks in advance of the Allocation Study.
6. The vehicles selected for the Allocation Study will be weighed full, after glass dumping, and empty to capture the tare weight of the truck and the weight of the load. All weights shall be recorded to a hundredth of a ton. On-file tare weights will not be acceptable during the Allocation Study.
7. The Contractor shall store the loads from the selected routes under cover in a segregated area of the Recycling Processing Center or West Van Regional Transfer Station site. The segregated area will have physical barriers in place to

separate Allocation Study materials from any other materials that are delivered to the Recycling Processing Center.

8. Immediately prior to Processing the Allocation Study materials, the Contractor will empty, clean, and free of debris the system, including but not limited to the sort line, bunkers, balers, compactors, bins, waste containers, dust system etc.
9. The Contractor will ensure the number of employees available for the Allocation Study is appropriate to sort material and conduct the Allocation Study. The number of employees utilized for sorting materials will be consistent with typical operations of the Recycling Processing Center.
10. After approval of County to commence the Allocation Study, the Contractor shall load the materials onto the Processing line and run at normal Processing speed (15-20 tons per hour, or as designed) or slower. Contractor will Process the materials into the various commodity categories and Residue and Contamination.
11. The Contractor will bale, weigh, and record the weight of each material by Recyclables material commodity categories and Residual/Contamination (for material that is not enough to make a full bale, Contractor will place the material in "Gaylord" type box or other container to fully account for 100% of each material type).
12. Once the audit material is processed, the Contractor will empty, clean and remove any and all debris from the system, including but not limited to the sort line, bunkers, balers, compactors, bins, waste containers, dust system etc., consistent with efforts prior to the Allocation Study (see item 9). The material resulted from the cleanup of the equipment will be considered as contamination.

The County, at the County's sole expense, may conduct the Residual Study in accordance with the following:

Residual Study

1. Each Residual Study will be monitored by Contractor and County and Vancouver if County and Vancouver desires.
2. The Residual Study will be conducted based on a minimum of two (2) samples collected a minimum of (10) minutes apart from the trash piles at the end of belt and fines/pulled material. Each sample shall weigh approximately one hundred (100) pounds. Trimmings cut out from the sorting screens will also be included in the audit.
3. The collection of samples shall be mutually agreed upon by the Parties, the sample point shall be always the trash compactor.

4. The Contractor shall store the Residual Study samples in a segregated area. The segregated area will have barriers in place to separate Residual Study materials from any other materials that are delivered to the Recycling Processing Center.
5. The Contractor performing the Residual Study ("Residue Contractor") will classify the materials into the proposed material categories, but at a minimum each commodity utilized for the Allocation Study, and contamination and place the materials into the individual bins/cans for each category with the exception of the materials listed below that will be considered contamination.

The recoverable materials are subject to the following size and quality parameters: SIZE:

- A. Fiber (ONP/MP) – is based on materials being whole, un-shredded, and larger than 24 square inches. Recovery rate applies only to 2-dimensional paper that is larger than 8 inches in both dimensions. Wet, crumpled, contaminated and/or 3-dimensional materials will be excluded from the residue audit for purposes of calculating recovery rate. Film plastic is not considered a contaminant as removal of these are sorter dependent.
- B. OCC - Recovery rate applies only to 2-dimensional flattened OCC larger than 256 square inches with at least one outside dimension being 16 inches or larger. Wet, crumpled, contaminated, and/or 3-dimensional materials will be excluded from the residue audit for purposes of calculating recovery rate.
- C. Plastic Containers – is based on 3-dimensional objects larger than 16 square inches. Clumped plastic and interlocked items that are not plastic containers shredded or torn containers, black or very dark colored containers, containers that are muddy, dirty, or obscured more than 66% by a label, containers smaller than 2 inches in more than one-dimension, indeterminate polymer types (not marked with a recycling symbol #1-#7) will be excluded from test results. Bottles with liquid in them are excluded from the recoverable materials in the residue.
- D. Glass containers – mixed broken glass contained in the residue should be minimized, but is not included in the calculation of Recoverable Material in the residue
- E. Tin/steel cans – is based on pieces between 2" and 8" having a ferrous metal content of >60%. Clumped, interlocked, contaminated, and multi-material objects or items that are not steel food or beverage cans will be excluded from the residue audit for purposes of calculating recovery rate.
- F. Aluminum (AL) – is based on all pieces between 2" and 8" having a substantial Non-Ferrous portion or element in their construction. Clumped,

interlocked, and multi material items that are not Aluminum will be excluded from test results.

- G. Any recoverable material in unopened bags or containers within the residue will be excluded from the test results.
 - H. Any Recyclables in the “mixed broken glass”, which is the 2” minus fraction is excluded from the missed recyclable count (small recyclables and pieces of recyclables go with the 2” minus fraction). Since they end up in the trash, anything in the unders of the fine screen/glass breaker is excluded.
 - I. Residue - Any 2D fibers less than 8” on one side, or 64 square inches will be considered residue. Glass is not considered a recyclable item and is part of the residue. 3D fiber is excluded as it should be recovered by manual sorting. Unopened bags or containers that contain Recyclables will be excluded from the recyclable part of the audit and included in the residue. Containers must be free and clear of liquid. These containers will be part of the residue, not the recyclables.
- 6. The Residue Contractor will assign a bins/cans to each material category and weigh to a pound and record the weight of each bin/can empty. All weights shall be documented with County Program Representative or Vancouver Contract Representatives present.
 - 7. Once all the materials from the sample have been sorted into their designated bins/cans, the Residue Contractor will check all bins/cans to confirm materials are placed in the appropriate bin/can. After the Residue Contractor has performed a quality control check, the County or Vancouver may check all bins/cans to confirm materials are placed in the appropriate bin/can. The Vancouver will communicate any issues immediately to the Residue Contractor.
 - 8. Each commodity and contamination shall be weighed to a pound. All weights shall be documented with County Program Representative or Vancouver Contract Representative present.
 - 9. At the end of the Residual Study day, tally sheets of all weights for each sample shall be provided to County Program Representative or Vancouver Contract Representative present.

General Allocation Study Reporting Protocol

- 1. Following the Allocation Study, the Contractor will calculate the estimated annual tonnage by material category and residue and contamination based on the Allocation Study.

2. Then, the Contractor will calculate the estimated annual tonnage by material category and contamination in the total residue and contamination reported by the Allocation Study by applying the composition based on the Residue Study.
3. Then, the County or Vancouver aggregate the tonnage by recovered material category from the Allocation Study to the tonnage by material category from the Residual Study.
4. The composition of the aggregated tonnage by recovered material category from the Allocation Study will be used for calculation of the quarterly recyclables revenue share.
5. Within thirty (30) business days of the completed Allocation Study, the Contractor will provide the County and Vancouver with the data and a report detailing the Allocation Study results.
6. If the audit results are disputed, then the County or Vancouver may request a new audit to be completed at Contractor's sole cost, within thirty (30) working days after receiving the Allocation Study report.

EXHIBIT A.2-3 REPORTING REQUIREMENTS

The Contractor shall submit to the County Program Representative and Vancouver Contract Representative no later than the 15th day of each month or on such other schedule as the County Program Representative and Vancouver Contract Representative may determine a report on the Contractor's Recycling activity for the previous month that shall contain the following information unless otherwise required by the County Program Representative and Vancouver Contract Representative:

1. Daily and monthly tonnages of Recyclable materials, by specific material and in the aggregate, received at the Drop-off Areas at Regional Transfer Stations and Recycling Processing Center by customer.
2. Estimated daily and monthly tonnage of Recyclable material, by specific material and in the aggregate, received at the Regional Transfer Stations in public recycling bins.
3. Estimated daily and monthly tonnage of Recyclable material, by specific material and in the aggregate, placed in storage.
4. Estimated value of stored Recyclable materials.
5. Tonnage of each Recyclable material sold or conveyed for Recycling.
6. Revenue received from the sale of each Recyclable material.
7. Total tonnage of Waste received at the Recycling Processing Center.
8. A summary of any suspicious and Unacceptable Waste incidents and actions taken.
9. A summary of any complaints and actions taken or recommended actions.
10. Any extraordinary occurrences affecting the Contractor or Subcontractor(s).
11. Status of Facilities and operating equipment.
12. Any substantive correspondence between the Contractor and regulatory agencies relevant to the Contract.
13. Other items as deemed necessary by the County Program Representative and Vancouver Contract Representative for its record-keeping and other Contract performance evaluation purposes.

EXHIBIT A.2-4
PROCESSING COMPENSATION PROVISIONS

- A.** Annual Allocation Study
- B.** Quarterly Recycling Revenue Report
- C.** Annual Report – Revenue Retained from Sales of Recyclables
- D.** Annual Report – Allocated Revenue from Sales of Recyclables by Commodity Type
- E.** Processing Fee Calculation Model (see Section 18.5.3)
- F.** Third Party Accountant Processing Cost Summary / List of Allowed Costs for Processing Fee Calculation

Refer to attached references.

EXHIBIT A.2-4 (A)

CRC Annual Allocation Study of Recyclable Materials

TONS SORTED	Camas	Rural/ Ridge	Single: UGA	Single: COV	Single: BG	Total SF		Multi Family		Total Tons	Overall %	2022 Comp		
	79.53	108.39	90.78	56.06	43.34	378.10				416.95		Total Tons	Overall %	YOY Change
SUMMARY														
OCC	19.65	29.41	21.50	15.40	11.52	97.47	25.8%	6.67	17.2%	104.14	25.0%	69.37	19.7%	5.3%
Mixed Paper	7.08	9.93	7.60	4.84	3.14	32.59	8.6%	2.72	7.0%	35.31	8.5%	20.09	5.7%	2.8%
ONP	13.07	13.54	11.67	7.64	4.36	50.27	13.3%	6.51	16.8%	56.78	13.6%	47.84	13.6%	0.0%
Aluminum	1.61	1.92	1.44	1.05	0.75	6.76	1.8%	0.31	0.8%	7.07	1.7%	5.41	1.5%	0.2%
Tin	3.28	4.08	2.71	2.32	0.91	13.29	3.5%	0.95	2.5%	14.24	3.4%	7.95	2.3%	1.2%
Misc Metals	1.26	1.48	1.00	0.68	1.01	5.43	1.4%	0.29	0.7%	5.72	1.4%	3.37	1.0%	0.4%
PET	2.13	2.21	2.21	1.33	0.94	8.82	2.3%	0.83	2.1%	9.65	2.3%	7.51	2.1%	0.2%
HDPE	0.53	0.91	0.80	0.53	0.33	3.09	0.8%	0.50	1.3%	3.60	0.9%	2.84	0.8%	0.1%
Col HDPE	0.38	0.67	0.63	0.35	0.16	2.18	0.6%	0.28	0.7%	2.47	0.6%	2.90	0.8%	-0.2%
Rigid/Butter	0.10	0.00	0.04	0.04	0.01	0.20	0.1%	0.04	0.1%	0.24	0.1%	0.64	0.2%	-0.1%
MCDB	0.00	0.01	0.01	0.03	0.01	0.06	0.0%	0.02	0.0%	0.08	0.0%	0.15	0.0%	0.0%
Glass	12.76	18.45	16.36	9.60	6.60	63.77	16.9%	7.75	20.0%	71.52	17.2%	60.58	17.2%	-0.1%
Glass Plant	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.0%
Oil/Trans Fluid/Batt	0.78	1.43	1.01	0.85	0.62	4.69	1.2%	0.21	0.6%	4.90	1.2%	4.00	1.1%	0.0%
Reject	16.90	24.35	23.80	11.40	12.98	89.44	23.7%	11.76	30.3%	101.20	24.1%	119.33	33.9%	-9.8%
	79.54	108.39	90.75	56.06	43.33	378.07	100.0%	38.85	100.0%	416.916	99.8%	660.09	100.1%	
Reject %	21.3%	22.5%	26.2%	20.3%	30.0%	23.7%		30.3%		24.3%		24.3%		
2022 Reject %	<u>31.8%</u>	<u>31.8%</u>	<u>39.5%</u>	<u>28.7%</u>	<u>39.5%</u>	<u>33.0%</u>		<u>41.4%</u>		<u>33.9%</u>		<u>33.9%</u>		
	-10.54%	-9.31%	-13.26%	-8.40%	-9.52%	-9.35%		-11.10%		-9.63%		-9.63%		

EXHIBIT A.2-4 (B)

Example of CRC Quarterly Recycling Revenue Share Report

**2nd Quarter 2023 Clark County and City of Vancouver Recycling Revenue Share
Tons Processed and Sold by Columbia Resource Company**

		Apr	May	Jun	Total	
City Tons						
	SF	841.85	973.41	921.42	2,736.68	36.0%
	MF	124.93	132.11	127.25	384.29	76.4%
	MF OCC Cage	161.10	154.55	157.22	472.87	79.0%
		1,127.88	1,260.07	1,205.89	3,593.84	
Total Adjusted City Tons					3,593.84	
County Tons						
	SF	1,475.65	1,735.34	1,644.43	4,855.42	64.0%
	MF	39.30	41.56	37.87	118.73	23.6%
	MF OCC Cage	42.62	41.15	41.86	125.63	21.0%
		1,557.57	1,818.05	1,724.16	5,099.78	
Total Adjusted County Tons					5,099.78	
Total Adjusted Tons					8,693.62	
Total Tons Delivered						
	SF	7,592.10				
	MF	503.02				
SF MF Delivered For Processing		8,095.12				
MF OCC Cages		598.50				
SF MF Delivered For Processing		8,693.62				
County/City Percentage Split						
	City	41.34%				
	County	58.66%				
Q2-23 Revenue After Processing		\$ 77,780.41				
City Share		\$ 32,153.50				
County Share		\$ 45,626.90				
		\$ 77,780.41				

EXHIBIT A.2-4 (C)

Annual Report - Revenue Retained from Sales of Recyclables

	2023-Q2	2023-Q1	2022-Q4	2022-Q3	Average	Total
Revenue	\$ 463,120	\$ 412,625	\$ 321,588	\$ 659,186	\$ 464,130	\$ 1,856,519
Total Tons	8,694	8,873	8,444	9,080	8,772.70	35,091
Processing Fee (\$37.83/ton 2022) (\$40.49/ton 2023)	\$ 352,005	\$ 359,268	\$ 319,453	\$ 343,487	\$ 343,553.14	\$ 1,374,213
Net Revenue	\$ 111,115	\$ 53,357	\$ 2,135	\$ 315,700	\$ 120,576.64	\$ 482,307
Rev Share 30% to CRC	\$ 33,334	\$ 16,007	\$ 641	\$ 94,710	\$ 36,172.99	\$ 144,692
Rate/Ton	\$ 44.32	\$ 42.29	\$ 37.91	\$ 48.26	\$ 43.20	N/A
Processing Fee	\$ 40.49	\$ 40.49	\$ 37.83	\$ 37.83	\$ 39.16	N/A
Variance	\$ 3.83	\$ 1.80	\$ 0.08	\$ 10.43	\$ 4.04	N/A
Remainder to the County (portions to City and Vancouver Hauling)	\$ 77,780	\$ 37,350	\$ 1,495	\$ 220,990	\$ 84,403.65	\$ 337,615

EXHIBIT A.2-4 (D)**Processing Fee MOA****Annual Report-Allocated Revenue from Sales of Recyclables by Commodity Type**

Tons Processed and Sold (See Note 1)

Commodity Type	Allocation Study Percentage	Allocated Tons	Average Market Value	Actual Revenue/ Cost
MWP	5.9%	2,082	\$6.09	\$12,671
OCC	21.8%	7,648	\$69.36	\$530,483
ONP	11.6%	4,084	\$63.09	\$257,619
Oil	1.0%	364	\$0.00	\$0
Tin	1.8%	642	\$144.95	\$93,113
Milk Jug (HDPE)	0.7%	250	\$1,024.53	\$256,112
Colored HDPE	0.8%	264	\$161.60	\$42,643
PET	1.6%	544	\$84.64	\$46,069
Rigid	0.2%	58	\$34.74	\$2,020
Aluminum	1.1%	396	\$1,300.38	\$515,182
Glass	18.4%	6,460	(\$12.75)	-\$82,368
Tetra (MCDB)	0.0%	12	\$0.00	\$0
Scrap Metal	0.7%	259	\$169.31	\$43,822
Reject/Residual	34.3%	12,023	\$0.00	\$0
Annual Total/Average	100.0%	35,087	\$48.95	\$1,717,365

Notes:

1. Sold Materials may include inventory from 2nd Quarter of prior year
2. Total Allocated Tons from Exhibit D

EXHIBIT A.2-4 (D)									
Jul 22									
	WCI Received	Rate		Waste Conn	WCMultifamily		WCI MF Cages	Type	Alloc Revenue
4473MWP	189.98	\$ 36.25	\$ 6,669.66	328.87 Newsprint	31.42 ONP	20.60%	5.81 ONP	2.85%	617.59
4473OCC	562.98	\$ 150.00	\$ 84,447.48	176.08 Mixed Fiber	7.91 Mixed Fiber	5.16%	4.49 MWP	2.20%	162.65
4473Magazines	0.00	\$ 54.00	-	0.00 Magazines	- ONP	0.00%	0.00 ONP	0.00%	-
4473News	360.29	\$ 106.25	\$ 38,281.15	544.10 Cardboard	18.88 OCC	12.32%	126.06 OCC	0.00%	18,909.22
4473OI	33.04	-	-	405.14 Glass	19.00 Glass	12.39%	0.00 Glass	0.00%	-
4473Tin	57.35	\$ 132.27	\$ 7,585.69	0.00 brown glass	- brown glass	0.00%	0.00 glass	0.00%	-
4473Mik Jug (HDPE)	22.21	\$ 1,050.00	\$ 23,119.33	0.00 green glass	- green glass	0.00%	0.00 glass	0.00%	-
4473Colored HDPE	22.47	\$ 410.00	\$ 9,223.70	54.27 Tin cans	3.02 Tin cans	2.01%	0.69 Tin	0.34%	91.72
4473PET	48.52	\$ 125.00	\$ 6,065.59	34.63 aluminum	1.10 aluminum	0.72%	0.27 aluminum	0.13%	37.82
4473Rigid	5.28	-	-	46.01 Pet plastic	2.52 Pet plastic	1.64%	0.67 PET	0.33%	84.13
4473Aluminum	35.73	\$ 1,420.00	\$ 50,913.57	22.39 Col Mik Jug (HDPE)	1.08 Col Mik Jug (HDPE)	0.70%	0.41 Colored HDPE	0.20%	167.24
4473Glass	424.14	\$ (12.75)	\$ (5,407.81)	20.99 Milk Jug (HDPE)	1.22 Milk Jug (HDPE)	0.80%	0.37 Milk Jug (HDPE)	0.18%	385.47
4473Glass Plant	0.00	-	-	0.98 MCOB	0.08 MCOB	0.06%	0.04 Tetra (MCOB)	0.02%	-
4473Tetra (MCOB)	1.06	-	-	22.33 Ferrous	0.44 Ferrous	0.29%	0.78 Scrap Metal	0.38%	140.08
4473Scrap Metal	22.77	\$ 180.75	\$ 4,116.35	5.08 Rigid	0.20 Rigid	0.13%	0.00 Rigid	0.00%	-
4473Reject	1,017.24	-	-	33.33 Oil	1.26 Oil	0.91%	0.02 Reject/Residual	0.01%	-
TOTAL	2,798.39	\$ 225,614.72	100%	950.92 Reject	68.32 Reject	43.27%	64.35 Reject/Residual	31.55%	-
				2,645.11	100.00%	153.28	203.95	100%	\$ 20,935.92 \$ 102,652.2
Aug 22									
	WCI Received	Rate		Waste Conn	WCMultifamily		WCI MF Cages	Type	Alloc Revenue
4477MWP	189.07	\$ 24.91	\$ 4,709.46	337.41 Newsprint	33.47 ONP	20.60%	5.50 ONP	2.85%	561.76
4477OCC	578.33	\$ 141.29	\$ 81,711.17	180.64 Mixed Fiber	8.43 Mixed Fiber	5.16%	4.25 MWP	2.20%	105.83
4477Magazines	0.00	\$ 54.00	-	0.00 Magazines	- ONP	0.00%	0.00 ONP	0.00%	-
4477News	370.87	\$ 102.08	\$ 37,851.67	568.21 Cardboard	20.87 OCC	12.32%	119.37 OCC	0.00%	16,866.13
4477OI	34.21	-	-	415.65 Glass	20.24 Glass	12.39%	0.00 Glass	0.00%	-
4477Tin	58.96	\$ 121.37	\$ 7,155.82	0.00 brown glass	- brown glass	0.00%	0.00 glass	0.00%	-
4477Mik Jug (HDPE)	22.83	\$ 930.00	\$ 21,234.73	0.00 green glass	- green glass	0.00%	0.00 glass	0.00%	-
4477Colored HDPE	24.12	\$ 210.00	\$ 5,065.36	55.68 Tin cans	3.28 Tin cans	2.01%	0.66 Tin	0.34%	79.70
4477PET	49.88	-	-	35.53 aluminum	1.17 aluminum	0.72%	0.25 aluminum	0.13%	324.21
4477Rigid	5.42	-	-	47.20 Pet plastic	2.68 Pet plastic	1.64%	0.64 PET	0.33%	-
4477Aluminum	36.70	\$ 1,291.31	\$ 47,389.64	22.97 Col Mik Jug (HDPE)	1.15 Col Mik Jug (HDPE)	0.70%	0.39 Colored HDPE	0.20%	81.11
4477Glass	435.89	\$ (12.75)	\$ (5,557.60)	21.53 Milk Jug (HDPE)	1.30 Milk Jug (HDPE)	0.80%	0.35 Milk Jug (HDPE)	0.18%	323.30
4477Glass Plant	0.00	-	-	1.00 MCOB	0.09 MCOB	0.06%	0.04 Tetra (MCOB)	0.02%	-
4477Tetra (MCOB)	1.09	-	-	22.91 Ferrous	0.47 Ferrous	0.29%	0.73 Scrap Metal	0.38%	117.42
4477Scrap Metal	23.38	\$ 160.00	\$ 3,741.07	5.21 Rigid	0.21 Rigid	0.13%	0.00 Rigid	0.00%	-
4477Reject/Residual	1,066.23	-	-	34.19 Oil	1.02 Oil	0.91%	0.02 Reject/Residual	0.01%	-
TOTAL	2,877.00	\$ 203,301.95	100%	975.58 Reject	70.65 Reject	43.27%	60.93 Reject/Residual	31.55%	-
				2,713.72	100.00%	163.28	193.13	100%	\$ 18,459.47 \$ 95,580.5
Sep 22									
	WCI Received	Rate		Waste Conn	WCMultifamily		WCI MF Cages	Type	Alloc Revenue
4480MWP	184.89	\$ 36.25	\$ 6,694.89	329.36 Newsprint	33.15 ONP	20.60%	5.50 ONP	2.80%	605.46
4480OCC	564.83	\$ 101.17	\$ 57,143.81	176.34 Mixed Fiber	8.35 Mixed Fiber	5.16%	4.25 MWP	2.16%	154.02
4480Magazines	0.00	\$ 54.00	-	0.00 Magazines	- ONP	0.00%	0.00 ONP	0.00%	-
4480News	382.51	\$ 110.00	\$ 39,875.52	544.91 Cardboard	19.82 OCC	12.32%	119.37 OCC	0.00%	16,744.5
4480OI	33.39	-	-	405.74 Glass	20.04 Glass	12.39%	0.00 Glass	0.00%	-
4480Tin	57.80	\$ 122.27	\$ 7,042.75	0.00 brown glass	- brown glass	0.00%	0.00 glass	0.00%	-
4480Mik Jug (HDPE)	22.31	\$ 850.00	\$ 18,961.19	0.00 green glass	- green glass	0.00%	0.00 glass	0.00%	-
4480Colored HDPE	23.87	\$ 170.00	\$ 4,066.05	54.35 Tin cans	2.69 Tin cans	2.01%	0.66 Tin	0.34%	80.29
4480PET	48.73	\$ 48.40	\$ 2,358.59	34.68 aluminum	1.16 aluminum	0.72%	0.25 aluminum	0.13%	297.52
4480Rigid	5.29	-	-	46.08 Pet plastic	2.65 Pet plastic	1.64%	0.64 PET	0.32%	30.85
4480Aluminum	35.84	\$ 1,850.00	\$ 42,471.17	22.43 Col Mik Jug (HDPE)	1.14 Col Mik Jug (HDPE)	0.70%	0.39 Colored HDPE	0.20%	65.56
4480Glass	425.79	\$ (12.75)	\$ (5,428.78)	21.02 Milk Jug (HDPE)	1.29 Milk Jug (HDPE)	0.80%	0.35 Milk Jug (HDPE)	0.18%	295.49
4480Glass Plant	0.00	-	-	0.98 MCOB	0.09 MCOB	0.06%	0.04 Tetra (MCOB)	0.02%	-
4480Tetra (MCOB)	1.07	-	-	22.36 Ferrous	0.47 Ferrous	0.29%	0.73 Scrap Metal	0.37%	129.01
4480Scrap Metal	22.83	\$ 175.78	\$ 4,013.27	5.09 Rigid	0.21 Rigid	0.13%	0.00 Rigid	0.00%	-
4480Reject/Residual	1,022.30	-	-	33.38 Oil	1.02 Oil	0.91%	0.02 Reject/Residual	0.01%	-
TOTAL	2,810.74	\$ 177,138.67	100%	952.33 Reject	69.97 Reject	43.27%	60.93 Reject/Residual	31.00%	-
				2,648.03	100.00%	161.71	196.53	100%	\$ 13,735.36 \$ 69,884.4
Oct 22									
	WCI Received	Rate		Waste Conn	WCMultifamily		WCI MF Cages	Type	Alloc Revenue
4483MWP	144.50	\$ (13.75)	\$ (1,986.86)	253.88 Newsprint	34.04 ONP	20.60%	5.51 ONP	2.85%	385.99
4483OCC	440.48	\$ 38.88	\$ 17,124.49	135.92 Mixed Fiber	8.57 Mixed Fiber	5.16%	4.26 MWP	2.20%	(58.53)
4483Magazines	0.00	\$ 54.00	-	0.00 Magazines	- ONP	0.00%	0.00 ONP	0.00%	-
4483News	287.92	\$ 70.00	\$ 20,154.35	420.03 Cardboard	20.48 OCC	12.32%	119.59 OCC	0.00%	4,649.24
4483OI	25.74	-	-	465.35 Glass	20.58 Glass	12.39%	0.00 Glass	0.00%	-
4483Tin	45.23	\$ 112.27	\$ 5,078.22	0.00 brown glass	- brown glass	0.00%	0.00 glass	0.00%	-
4483Mik Jug (HDPE)	17.53	\$ 750.00	\$ 13,144.21	0.00 green glass	- green glass	0.00%	0.00 glass	0.00%	-
4483Colored HDPE	18.46	\$ 110.00	\$ 2,030.19	41.89 Tin cans	3.34 Tin cans	2.01%	0.66 Tin	0.34%	73.85
4483PET	34.24	\$ 35.00	\$ 1,338.51	26.73 aluminum	1.19 aluminum	0.72%	0.25 aluminum	0.13%	314.41
4483Rigid	4.13	-	-	35.52 Pet plastic	2.73 Pet plastic	1.64%	0.64 PET	0.33%	22.35
4483Aluminum	27.92	\$ 1,250.00	\$ 34,905.06	17.29 Col Mik Jug (HDPE)	1.17 Col Mik Jug (HDPE)	0.70%	0.39 Colored HDPE	0.20%	42.57
4483Glass	485.93	\$ (12.75)	\$ (6,195.60)	16.20 Milk Jug (HDPE)	1.33 Milk Jug (HDPE)	0.80%	0.35 Milk Jug (HDPE)	0.18%	261.20
4483Glass Plant	0.00	-	-	0.76 MCOB	0.09 MCOB	0.06%	0.04 Tetra (MCOB)	0.02%	-
4483Tetra (MCOB)	0.85	-	-	17.24 Ferrous	0.48 Ferrous	0.29%	0.74 Scrap Metal	0.38%	124.72
4483Scrap Metal	17.72	\$ 169.64	\$ 3,005.63	3.92 Rigid	0.21 Rigid	0.13%	0.00 Rigid	0.00%	-
4483Reject/Residual	805.93	-	-	25.73 Oil	0.02 Oil	0.01%	0.02 Reject/Residual	0.01%	-
TOTAL	2,360.59	\$ 88,598.19	100%	734.07 Reject	71.86 Reject	43.27%	61.04 Reject/Residual	31.55%	-
				2,194.52	100.00%	166.67	193.48	100%	\$ 5,815.79 \$ 30,058.9
Nov 22									
	WCI Received	Rate		Waste Conn	WCMultifamily		WCI MF Cages	Type	Alloc Revenue
4486MWP	167.32	\$ (13.75)	\$ (2,300.60)	294.98 Newsprint	37.28 ONP	20.60%	5.51 ONP	2.85%	62.02
4486OCC	510.42	\$ 76.15	\$ 38,867.36	157.93 Mixed Fiber	9.38 Mixed Fiber	5.16%	4.26 MWP	2.20%	(58.52)
4486Magazines	0.00	\$ 54.00	-	0.00 Magazines	- ONP	0.00%	0.00 ONP	0.00%	-
4486News	332.24	\$ 11.25	\$ 3,736.98	488.02 Cardboard	22.40 OCC	12.32%	119.58 OCC	0.00%	9,105.56
4486OI	29.91	-	-	557.00 Glass	21.71 Glass	12.39%	0.00 Glass	0.00%	-
4486Tin	52.33	\$ 102.27	\$ 5,351.86	0.00 brown glass	- brown glass	0.00%	0.00 glass	0.00%	-
4486Mik Jug (HDPE)	20.27	\$ 850.00	\$ 17,232.73	0.00 green glass	- green glass	0.00%	0.00 glass	0.00%	-
4486Colored HDPE	21.37	\$ 110.00	\$ 2,350.22	48.67 Tin cans	3.66 Tin cans	2.01%	0.66 Tin	0.34%	67.27
4486PET	21.22	\$ 35.00	\$ 1,548.79	31.06 aluminum	1.21 aluminum	0.72%	0.25 aluminum	0.13%	288.03
4486Rigid	4.79	-	-	41.27 Pet plastic	2.98 Pet plastic	1.64%	0.64 PET	0.33%	22.34
4486Aluminum	32.38	\$ 1,850.00	\$ 38,352.08	20.08 Col Mik Jug (HDPE)	1.28 Col Mik Jug (HDPE)	0.70%	0.39 Colored HDPE	0.20%	42.56
4486Glass	579.53	\$ (12.75)	\$ (7,389.03)	18.82 Milk Jug (HDPE)	1.45 Milk Jug (HDPE)	0.80%	0.35 Milk Jug (HDPE)	0.18%	295.99
4486Glass Plant	0.00	-	-	0.88 MCOB	0.10 MCOB	0.06%	0.04 Tetra (MCOB)	0.02%	-
4486Tetra (MCOB)	0.98	-	-	20.03 Ferrous	0.52 Ferrous	0.29%	0.74 Scrap Metal	0.38%	113.95
4486Scrap Metal	20.55	\$ 155.00	\$ 3,185.93	4.55 Rigid	0.24 Rigid	0.13%	0.00 Rigid	0.00%	-
4486Reject/Residual	931.58	-	-	29.89 Oil	0.02 Oil	0.01%	0.02 Reject/Residual	0.01%	-
TOTAL	2,747.91	\$ 10,036.31	100%	852.91 Reject	78.60 Reject	43.27%	61.04 Reject/Residual	31.55%	-
				2,566.11	100.00%	181.80	193.46	100%	\$ 9,949.19 \$ 51,427.6
Dec 22									

44958Aluminum	Feb-23 Aluminum	23.97	\$ (1,585.00)	\$	37,986.12	1.17%	14.83 Col Mik Jug (HDPE)	0.78%	1.02 Col Mik Jug (HDPE)	0.70%	0.39 Colored HDPE	0.20%	42.77
44958Glass	Feb-23 Glass	436.11	\$ (12.75)	\$	(5,560.41)	21.32%	13.89 Mik Jug (HDPE)	0.73%	1.15 Mik Jug (HDPE)	0.80%	0.18% Tetra (MCD8)	0.18%	367.45
44958Glass Plant	Feb-23 Glass	0.00	\$ -	\$	-	0.00%	0.65 MCD8	0.00%	0.08 MCD8	0.00%	0.04 Tetra (MCD8)	0.02%	-
44958Tetra (MCD8)	Feb-23 Tetra (MCD8)	0.73	\$ -	\$	-	0.04%	14.79 Ferrous	0.78%	0.42 Ferrous	0.29%	0.74 Scrap Metal	0.38%	140.37
44958Scrap (Ferrous)	Feb-23 Scrap Metal	15.20	\$ 190.00	\$	2,888.62	0.74%	3.36 Rigid	0.18%	0.19 Rigid	0.13%	0.00 Rigid	0.00%	-
44958Reject	Feb-23 Reject/Residual	692.17	\$ -	\$	-	33.83%	22.07 Oil	1.16%	0.01 Oil	0.01%	0.02 Reject/Residual	0.01%	-
TOTAL		2,045.87	\$	\$ 100,765.15	100%	\$	620.63 Reject	31.11%	62.53 Reject	43.27%	61.34 Reject/Residual	31.55%	-
							1,901.35	100.00%	144.52	100.00%	2,045.87	0.00	OK
											194.42	100%	\$ 9,816.04 \$ 50.4888
Mar 23													
		WCI Received	Rate				Waste Conn		WCMultifamily		WCI MF Caps	Type	Alloc Revenue
44986MWP	Mar-23 MWP	193.53	\$ (1.79)	\$	(688.25)	6.06%	323.08 Newsprint	11.43%	41.94 ONP	20.60%	5.54 ONP	2.85%	284.12
44986OCC	Mar-23 OCC	559.71	\$ 75.00	\$	41,978.31	18.47%	172.97 Mixed Fiber	6.12%	10.56 Mixed Fiber	5.16%	4.28 MWP	2.20%	(16.05)
44986Magazines	Mar-23 ONP	0.00	\$ -	\$	-	0.00%	0.00 Magazines	0.00%	- ONP	0.00%	0.00 ONP	0.00%	-
44986News	Mar-23 ONP	365.01	\$ 51.25	\$	18,706.83	12.04%	534.51 Cardboard	18.91%	25.21 OCC	12.32%	120.23 OCC	61.81%	9,017.46
44986OI	Mar-23 Oi	32.76	\$ -	\$	-	1.08%	625.67 Glass	22.14%	25.38 Glass	12.38%	0.00 Glass	0.00%	-
44986Tin	Mar-23 Tin	57.42	\$ 209.26	\$	12,016.74	1.89%	0.00 brown glass	0.00%	- brown glass	0.00%	0.00 glass	0.00%	-
44986Mik Jug (Mik Jug (HDPE))	Mar-23 Mik Jug (HDPE)	22.25	\$ 1,130.00	\$	25,140.79	0.73%	0.00 green glass	0.00%	- green glass	0.00%	0.00 glass	0.00%	-
44986Colored Mik Jug (HDPE)	Mar-23 Colored HDPE	23.44	\$ 100.00	\$	3,515.87	0.77%	53.31 In cans	1.86%	4.11 In cans	2.81%	0.66 Tin	0.34%	138.40
44986PET	Mar-23 PET	48.56	\$ 75.00	\$	3,641.68	1.60%	34.02 aluminum	1.20%	1.47 aluminum	0.72%	0.25 aluminum	0.13%	350.23
44986Rigid	Mar-23 Rigid	5.25	\$ 41.60	\$	218.53	0.17%	45.20 Pet plastic	1.60%	3.36 Pet plastic	1.64%	0.64 PET	0.33%	48.14
44986Aluminum	Mar-23 Aluminum	35.49	\$ 1,385.00	\$	49,148.81	1.17%	22.00 Col Mik Jug (HDPE)	0.78%	1.44 Col Mik Jug (HDPE)	0.70%	0.39 Colored HDPE	0.20%	58.36
44986Glass	Mar-23 Glass	651.03	\$ (12.75)	\$	(8,300.60)	21.48%	20.62 Mik Jug (HDPE)	0.73%	1.63 Mik Jug (HDPE)	0.80%	0.35 Mik Jug (HDPE)	0.18%	395.65
44986Glass Plant	Mar-23 Glass	0.00	\$ -	\$	-	0.00%	0.96 MCD8	0.03%	0.11 MCD8	0.05%	0.04 Tetra (MCD8)	0.02%	-
44986Tetra (MCD8)	Mar-23 Tetra (MCD8)	1.07	\$ -	\$	-	0.04%	21.94 Ferrous	0.78%	0.59 Ferrous	0.29%	0.74 Scrap Metal	0.38%	162.62
44986Scrap (Ferrous)	Mar-23 Scrap Metal	22.53	\$ 220.00	\$	4,956.14	0.74%	4.99 Rigid	0.18%	0.26 Rigid	0.13%	0.00 Rigid	0.00%	-
44986Reject	Mar-23 Reject/Residual	1,029.68	\$ -	\$	-	33.74%	32.74 Oil	1.16%	0.02 Oil	0.01%	0.02 Reject/Residual	0.01%	-
TOTAL		3,030.73	\$	\$ 100,334.84	100%	\$	934.15 Reject	33.06%	88.53 Reject	43.27%	61.37 Reject/Residual	31.55%	-
							2,826.14	100.00%	204.59	100.00%	3,030.73	0.00	OK
											194.52	100%	\$ 10,438.94 \$ 53.6651
Apr 23													
		WCI Received	Rate				Waste Conn		WCMultifamily		WCI MF Caps	Type	Alloc Revenue
45017MWP	Apr-23 MWP	150.14	\$ (2.55)	\$	(382.27)	4.95%	264.59 Newsprint	9.36%	33.69 ONP	16.45%	5.81 ONP	2.98%	297.56
45017OCC	Apr-23 OCC	457.98	\$ 80.00	\$	36,638.50	15.11%	141.66 Mixed Fiber	5.01%	8.48 Mixed Fiber	4.14%	4.48 MWP	2.30%	(11.41)
45017Magazines	Apr-23 ONP	0.00	\$ 54.00	\$	-	0.00%	0.00 Magazines	0.00%	- ONP	0.00%	0.00 ONP	0.00%	-
45017News	Apr-23 ONP	298.25	\$ 51.25	\$	15,285.58	9.84%	437.75 Cardboard	16.49%	20.23 OCC	9.89%	125.92 OCC	64.73%	10,073.55
45017OI	Apr-23 Oi	28.83	\$ -	\$	-	0.89%	515.36 Glass	18.24%	20.30 Glass	9.89%	0.00 Glass	0.00%	-
45017Tin	Apr-23 Tin	46.96	\$ 253.96	\$	11,926.87	1.55%	0.00 brown glass	0.00%	- brown glass	0.00%	0.00 glass	0.00%	-
45017Mik Jug (Mik Jug (HDPE))	Apr-23 Mik Jug (HDPE)	18.19	\$ 1,170.00	\$	21,287.54	0.60%	0.00 green glass	0.00%	- green glass	0.00%	0.00 glass	0.00%	-
45017Colored Mik Jug (HDPE)	Apr-23 Colored HDPE	19.17	\$ 100.00	\$	2,875.91	0.83%	43.66 In cans	1.54%	3.30 In cans	1.81%	0.69 Tin	0.36%	175.91
45017PET	Apr-23 PET	39.71	\$ 85.00	\$	3,375.48	1.31%	27.86 aluminum	0.99%	1.18 aluminum	0.58%	0.26 aluminum	0.13%	331.50
45017Rigid	Apr-23 Rigid	4.30	\$ 41.60	\$	178.79	0.14%	37.02 Pet plastic	1.31%	2.70 Pet plastic	1.32%	0.67 PET	0.35%	57.14
45017Aluminum	Apr-23 Aluminum	29.04	\$ 1,251.72	\$	36,348.32	0.96%	18.02 Col Mik Jug (HDPE)	0.64%	1.16 Col Mik Jug (HDPE)	0.67%	0.41 Colored HDPE	0.21%	61.12
45017Glass	Apr-23 Glass	535.72	\$ (12.75)	\$	(6,830.41)	17.68%	16.88 Mik Jug (HDPE)	0.65%	1.31 Mik Jug (HDPE)	0.64%	0.37 Mik Jug (HDPE)	0.19%	429.03
45017Glass Plant	Apr-23 Glass	0.00	\$ -	\$	-	0.00%	0.79 MCD8	0.03%	0.09 MCD8	0.04%	0.04 Tetra (MCD8)	0.02%	-
45017Tetra (MCD8)	Apr-23 Tetra (MCD8)	0.88	\$ -	\$	-	0.03%	17.97 Ferrous	0.64%	0.47 Ferrous	0.23%	0.77 Scrap Metal	0.40%	158.70
45017Scrap (Ferrous)	Apr-23 Scrap Metal	18.44	\$ 205.00	\$	3,780.25	0.61%	4.09 Rigid	0.14%	0.21 Rigid	0.10%	0.00 Rigid	0.00%	-
45017Reject	Apr-23 Reject/Residual	836.11	\$ -	\$	-	27.52%	26.81 Oil	0.98%	0.02 Oil	0.01%	0.02 Reject/Residual	0.01%	-
TOTAL		2,481.73	\$	\$ 124,484.57	92%	\$	765.05 Reject	27.07%	71.06 Reject	34.73%	64.27 Reject/Residual	33.04%	-
							2,317.96	92.00%	164.23	80.27%	2,481.73	0.00	OK
											205.72	100%	\$ 11,573.09 \$ 56.8088
May 23													
		WCI Received	Rate				Waste Conn		WCMultifamily		WCI MF Caps	Type	Alloc Revenue
45047MWP	May-23 MWP	175.38	\$ 1.25	\$	219.24	5.79%	310.83 Newsprint	11.00%	35.60 ONP	17.40%	6.58 ONP	2.87%	285.84
45047OCC	May-23 OCC	535.65	\$ 85.00	\$	45,530.10	17.67%	166.42 Mixed Fiber	5.89%	8.97 Mixed Fiber	4.38%	4.31 MWP	2.21%	5.38
45047Magazines	May-23 ONP	0.00	\$ 54.00	\$	-	0.00%	0.00 Magazines	0.00%	- ONP	0.00%	0.00 ONP	0.00%	-
45047News	May-23 ONP	340.43	\$ 51.25	\$	17,754.66	11.43%	514.25 Cardboard	18.20%	21.40 OCC	10.40%	120.86 OCC	62.18%	10,281.78
45047OI	May-23 Oi	31.52	\$ -	\$	-	1.04%	591.66 Glass	20.84%	21.53 Glass	10.62%	0.00 Glass	0.00%	-
45047Tin	May-23 Tin	54.78	\$ 160.69	\$	9,296.15	1.81%	0.00 brown glass	0.00%	- brown glass	0.00%	0.00 glass	0.00%	-
45047Mik Jug (Mik Jug (HDPE))	May-23 Mik Jug (HDPE)	21.22	\$ 1,270.00	\$	26,950.04	0.70%	0.00 green glass	0.00%	- green glass	0.00%	0.00 glass	0.00%	-
45047Colored Mik Jug (HDPE)	May-23 Colored HDPE	22.39	\$ 190.00	\$	4,253.67	0.74%	51.29 In cans	1.81%	3.49 In cans	1.71%	0.67 Tin	0.34%	112.91
45047PET	May-23 PET	46.34	\$ 426.16	\$	19,746.17	1.53%	32.73 aluminum	1.16%	1.25 aluminum	0.61%	0.25 aluminum	0.13%	332.01
45047Rigid	May-23 Rigid	5.02	\$ 135.80	\$	682.27	0.17%	43.48 Pet plastic	1.54%	2.85 Pet plastic	1.39%	0.65 PET	0.33%	275.22
45047Aluminum	May-23 Aluminum	33.98	\$ 1,305.00	\$	44,338.14	1.12%	21.16 Col Mik Jug (HDPE)	0.75%	1.22 Col Mik Jug (HDPE)	0.69%	0.39 Colored HDPE	0.20%	74.37
45047Glass	May-23 Glass	613.18	\$ (12.75)	\$	(7,818.10)	20.23%	19.83 Mik Jug (HDPE)	0.79%	1.39 Mik Jug (HDPE)	0.69%	0.35 Mik Jug (HDPE)	0.18%	447.37
45047Glass Plant	May-23 Glass	0.00	\$ -	\$	-	0.00%	0.93 MCD8	0.03%	0.09 MCD8	0.05%	0.04 Tetra (MCD8)	0.02%	-
45047Tetra (MCD8)	May-23 Tetra (MCD8)	1.02	\$ -	\$	-	0.03%	21.11 Ferrous	0.75%	0.50 Ferrous	0.24%	0.74 Scrap Metal	0.38%	73.15
45047Scrap (Ferrous)	May-23 Scrap Metal	21.61	\$ 98.37	\$	2,125.50	0.71%	4.80 Rigid	0.17%	0.22 Rigid	0.11%	0.00 Rigid	0.00%	-
45047Reject	May-23 Reject/Residual	973.90	\$ -	\$	-	32.33%	31.90 Oil	1.11%	0.02 Oil	0.01%	0.02 Reject/Residual	0.01%	-
TOTAL		2,882.42	\$	\$ 163,077.84	95%	\$	898.75 Reject	31.80%	75.15 Reject	36.73%	61.74 Reject/Residual	31.74%	-
							2,708.75	95.85%	173.67	84.89%	2,882.42	0.00	OK
											195.70	100%	\$ 11,888.03 \$ 60.7462
Jun 23													
		WCI Received	Rate				Waste Conn		WCMultifamily		WCI MF Caps	Type	Alloc Revenue
45078MWP	Jun-23 MWP	165.46	\$ 24.10	\$	3,987.55	5.46% MWP	293.13 Newsprint	10.37%	33.84 ONP	16.54%	5.67 ONP	2.92%	332.59
45078OCC	Jun-23 OCC	505.31	\$ 80.05	\$	40,447.20	16.67% OCC	156.94 Mixed Fiber	5.55%	8.52 Mixed Fiber	4.17%	4.38 MWP	2.25%	105.55
45078Magazines	Jun-23 ONP	0.00	\$ 54.00	\$	-	0.00% ONP	0.00 Magazines	0.00%	- ONP	0.00%	0.00 ONP	0.00%	-
45078News	Jun-23 ONP	326.98	\$ 58.62	\$	19,166.69	10.79% Oil	484.96 Cardboard	17.14%	20.34 OCC	9.94%	123.05 OCC	63.26%	9,849.65
45078OI	Jun-23 Oi	29.72	\$ -	\$	-	0.98% Tin	569.34 Glass	20.15%	20.47 Glass	10.00%	0.00 Glass	0.00%	-
45078Tin	Jun-23 Tin	51.89	\$ 144.89	\$	7,479.01	1.71% Mik Jug (HDPE)	0.00 brown glass	0.00%	- brown glass	0.00%	0.00 glass	0.00%	-
45078Mik Jug (Mik Jug (HDPE))	Jun-23 Mik Jug (HDPE)	20.02	\$ 1,370.00	\$	27,430.04	0.65% Colored HDPE	0.00 green glass	0.00%	- green glass	0.00%	0.00 glass	0.00%	-
45078Colored Mik Jug (HDPE)	Jun-23 Colored HDPE	21.12	\$ 210.00	\$	4,435.64	0.70% PET	46.37 In cans	1.71%	3.32 In cans	1.62%	0.68 Tin	0.35%	97.94
45078PET	Jun-23 PET	43.72	\$ 35.00	\$	1,530.15	1.44% Rigid	30.86 aluminum	1.09%	1.19 aluminum	0.58%	0.26 aluminum	0.13%	317.03
45078Rigid	Jun-23 Rigid	4.74	\$ 198.40	\$	940.35	0.16% Aluminum	41.01 Pet plastic	1.48%	2.71 Pet plastic	1.32%	0.66 PET	0.34%	22.99
45078Aluminum	Jun-23 Aluminum	32.05	\$ 1,225.00	\$	39,361.38	1.06% Glass	19.96 Col Mik Jug (HDPE)	0.71%	1.16 Col Mik Jug (HDPE)	0.57%	0.40 Colored HDPE	0.20%	83.61
45078Glass	Jun-23 Glass	589.81	\$ (12.75)	\$	(7,520.02)	19.46% Tetra (MCD8)	18.70 Mik Jug (HDPE)	0.68%	1.32 Mik Jug (HDPE)	0.64%	0.36 Mik Jug (HDPE)	0.18%	490.93
45078Glass Plant	Jun-23 Glass	0.00	\$ -	\$	-	0.00							



Bell & Associates, Inc.**1628 NW 33rd Way, Camas, WA 98607****Phone 360-210-4344 / Chris@Bellassociatesinc.com**

Independent Consultant's Report

Mr. Derek Ranta

District Manager, Waste Connections of Vancouver

12115 NE 99th St.

Vancouver, WA 98682

I have completed a cost and operational analysis, as discussed below, of the accounting and operational records of Waste Connections (the Company) as of June 1, 2018, solely to assist the Company in connection with the Clark County and the City of Vancouver recycling processing contract.

My site visit to the material recovery facility in West Vancouver as well as meetings with the Company's accounting staff was coordinated to ensure access to required information, availability of Company managers and supervisors, and needed assistance from office staff. The primary basis for the analysis was from the accounting and operational records of Waste Connections from January 1, 2018 to April 1, 2018.

The processing cost for commingled recycling at the West Vancouver facility was \$127.34 per ton. This amount is expected to remain stable for the remainder of the year if the sorting operations and regulatory requirements remain unchanged.

My work does not constitute an audit conducted in accordance with generally accepted auditing standards, an examination of internal controls or other attestation or review services in accordance with standards established by the American Institute of Certified Public Accountants. Accordingly, I do not express an opinion or any other form of assurance on the reporting or compliance of Waste Connections. It is understood that this report is solely for the Company's information and is not to be referred to or distributed for any purpose to anyone who is not affiliated with the recycling contract review for Clark County and the City of Vancouver.

Bell & Associates, Inc. is pleased to have assisted the Company and appreciate the cooperation received during this engagement from Derek Ranta and the staff at Waste Connections in Vancouver.

Christopher Bell

President, Bell & Associates, Inc.

Bell & Associates, Inc. is not a public accounting firm

EXHIBIT A.2-5

METHODOLOGY FOR DEALING WITH ANY FUTURE DECREASE IN THE CPI

If the net CPI indices percent change (after applying the 82% or other applicable weighting factor) is negative for the prescribed reference period (most recent year compared to previous year), then the annual tipping fee increase shall be deemed “zero” percent and shall not be negative. In the subsequent year(s) the ending “base year” net value that last produced a positive change in the tip fee shall remain the “base year” until such year that the new percent change becomes positive. Subsequent years that do not produce a positive percent change will continue to result in a “zero” percent adjustment to the tipping fee. The following example is used to illustrate this calculation:

FORMULA

$$\frac{(\text{Most Recent Index} - \text{Base Year Index})}{\text{Base Year Index}} \times \text{Applicable Weighting Factor} = \% \text{ Increase in Tip Fee}$$

Where Base Year = Most Recent Year with a Positive Increase in the Index above the previous high point

Example

Year 1: Net Index =	1000	
Year 2: Net Index =	1010	
Year 3: Net Index =	950	
Year 4: Net Index =	990	
Year 5: Net Index =	1050	
Year 6: Net Index =	1060	
Year 2 percent change:	((1010-1000)/1000) x 0.82 = <u>+0.82%</u>	
Year 3 percent change:	((950-1010)/1010) x 0.82 = -4.87%	call it <u>ZERO</u>
Year 4 percent change:	((990-1010)/1010) x 0.82 = -1.62%	call it <u>ZERO</u>
Year 5 percent change:	((1050-1010)/1010) x 0.82 = <u>+3.25%</u>	
Year 6 percent change:	((1060-1050)/1050) x 0.82 = <u>+0.78%</u>	

Example Applied to Prior CPI Index for Disposal Contract			
June 2007 Index =	201.217		
June 2008 Index =	209.456	Percent change 2008/07	$((209.456-201.217)/201.217) \times 0.82 = \underline{+3.358}$
June 2009 Index =	207.898	Percent change 2009/08	$((207.898-209.456)/209.456) \times 0.82 = -0.610 \underline{\text{ZERO}}$
June 2010 Index =	213.036	Percent change 2010/09	$((213.036-209.456)/209.456) \times 0.82 = \underline{+1.402}^*$
June 2011 Index =	218.872	Percent change 2011/10	$((218.872-213.036)/213.036) \times 0.82 = \underline{+2.246}$
<i>* The following calculation was used for setting the 2011 Actual Tipping Fee:</i> $((213.036-207.898)/207.898) \times 0.82 = \underline{+2.027}$			

EXHIBIT A.2-6 NON-PERFORMANCE FEES

The following acts or omissions shall be considered non-compliance with the Contract and the County Program Representative and Vancouver Contract Representative have the right to require payment by the Contractor of the fees set forth for each act or omission separate from the Contractor's costs related to resolving the non-performance instance:

Receiving

1. Failure to accept materials during scheduled hours of operation – \$500 per hour, up to \$5,000 per day per Facility

General Operations

2. Failure to comply with notice requirements regarding transitioning from primary plan to back up plan – \$250 per instance per day
3. Failure to clear tip floor per work day - \$3,000 per Facility per day. Except as approved by Operations Plan.
4. Failure to comply with any material prescribed procedures or requirements of a Facility Operations Plan –
 - 4.1. 1st instance in Contract year – written notice
 - 4.2. 2nd instance in Contract year – \$250 per instance per Facility
 - 4.3. Every additional instance in Contract year – \$500 per instance per Facility

General Equipment, Maintenance, and Facility Condition

5. Failure to comply with equipment maintenance or operation requirement –
 - 5.1. 1st instance in Contract year – written notice
 - 5.2. 2nd instance in Contract year – \$250 per instance per Facility
 - 5.3. Every additional instance in Contract year – \$500 per instance per Facility
6. Failure to comply with Facility maintenance or operation requirement –
 - 6.1. 1st instance in Contract year – written notice
 - 6.2. 2nd instance in Contract year – \$250 per instance per Facility

6.3. Every additional instance in Contract year – \$500 per instance per Facility

Disposal/Processing Facilities

7. Disposal or incineration of uncontaminated source-separated Recyclables without the prior written permission of the County Program Representative or Vancouver Contract Representative, and/or State of Oregon- \$250 per ton
8. Causing any material delivered to the Contractor via the Contract to be delivered to any backup or other Facility without the written consent of the County Representative in accordance with the procedures in this Contract: \$2,000 for the first occurrence and \$5,000 per occurrence thereafter
9. Improper storage of bales pursuant to the Operations Plan - \$250 per bale, per day

Planning and Reporting

10. Failure to comply with drafting and updating Operations Plans as required- \$100 per instance per day
11. Failure to comply with Contract and regulatory reporting as required- \$100 per instance per day

Customer Service

12. Failure to maintain and publish accurate Fees, charges and rates at the scale house, online, in publications, on billing statement, etc.- \$100 per instance per day
13. Failure to comply with Drop-off Area requirements –
 - 13.1. 1st instance in Contract year- written notice
 - 13.2. 2nd instance in Contract year- \$250 per instance per Facility
 - 13.3. Every additional instance in Contract year- \$500 per instance per Facility

Accounting

14. Failure to maintain accounting by Facility –
 - 14.1. 1st instance in Contract year – written notice
 - 14.2. 2nd instance in Contract year – \$250 per instance
 - 14.3. Every additional instance in Contract year – \$500 per instance

**EXHIBIT A.2-7
APPROVED RECYCLABLE MATERIALS TO BE PROCESSED
AT RECYCLING PROCESSING CENTER**

1. Mixed waste paper
2. Newspaper
3. Cardboard
4. Source separated shredded paper
5. Milk Cartons and drink or liquid boxes (aseptic containers)
6. Narrow neck plastic bottles, jugs, and jars (typically PET and HDPE resins but can be manufactured with other resins)
7. Plastic yogurt and margarine tubs (typically polypropylene (PP) resin)
8. Plastic buckets and nursery pots five gallons or less (typically ridged HDPE resins)
9. Aluminum containers (typically ABCs)
10. Steel and tin containers, including empty aerosols
11. Ferrous and nonferrous scrap metal
12. Glass food and beverage containers, all colors
13. White Goods (non-freon containing)
14. Vehicle Batteries
15. Used motor oil and antifreeze (delivered in sealed clear plastic jugs)
16. Film Plastic (typically HDPE and LDPE, subject to market availability)
17. Propane tanks and canisters
18. Materials covered by State EPR, including Paint covered by Paint Care, E-Waste covered by WA E-cycles program
19. Sharps
20. EPS Block Foam (subject to market availability)

MASTER SERVICE AGREEMENT
ATTACHMENT A.3

HDC.1818

between

CLARK COUNTY

P.O. Box 9825, Vancouver, WA 98666

and

CITY OF VANCOUVER

P.O. Box 1995, Vancouver, WA 98666

and

COLUMBIA RESOURCE CO., L.P.

6601 NW Old Lower River Road, Vancouver, WA 98660

Project: Comprehensive Solid Waste and Recycling Services and
Regional Solid Waste System Capital Improvements
Services

Description: Regional Solid Waste System Capital Improvements Services

Supplier Contract Number: N/A

Contract Name: CCPH Columbia Resource Co. Solid Waste HDC.1818

MSA Contract Period: September 1, 2024 - December 31, 2032

Attachment A.3 Term: September 1, 2024 - December 31, 2032

County Contacts		
Program	Fiscal	Contract
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City Contacts		
Program	Fiscal	Contract
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Contractor Contacts		
Program	Fiscal	Contract
Derek Ranta 503.884.9332 derek.ranta@wasteconnections.com	Jason Hudson 503.884.9332 Jason.hudson@wasteconnections.com	Derek Ranta 503.884.9332 derek.ranta@wasteconnections.com

By signing below, Clark County, hereinafter referred to as "County," City of Vancouver, hereinafter referred to as "Vancouver", and Columbia Resource Co., L.P., hereinafter referred to as "Contractor," agree to all terms and conditions, exhibits, and requirements of this contract.

CONTRACTOR:

Dan Schooler 08/27/24
Dan Schooler, Date
Western Region Vice President

CITY OF VANCOUVER:

Eric Holmes, Date
City Manager

CLARK COUNTY:

Kathleen Otto, Date
County Manager

APPROVED AS TO FORM ONLY:

Jonathan Young, Date
City Attorney

Amanda Migchelbrink 08/26/24
Amanda Migchelbrink, Date
Deputy County Prosecuting Attorney

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1. INITIAL TERM AND EXTENSIONS

- 1.1. **Initial Term and Extensions.** This Attachment A.3, herein referred to as “A.3” shall commence on September 1, 2024, at 12:00 AM, Pacific Time and shall terminate on the same termination timeline of Attachment A.1 including any conditional extension term pursuant to Section 1. This provision in no way limits the County’s or Vancouver’s authority to terminate A.3, in its entirety or in part, at any time during the conditional extension term pursuant to the Master Services Agreement Terms and Conditions Section 4.

2. REGIONAL SOLID WASTE SYSTEM CAPITAL IMPROVEMENTS PROCESSES AND RESPONSIBILITIES

- 2.1. **General.** The Parties agree that the Capital Improvement Projects may be implemented using (1) any process permitted in RCW 36.58.090; (2) a conventional Design-Bid-Build (DBB) process pursuant to chapter 39.04 RCW; or (3) some form of Alternative Project Delivery (APD) method pursuant to chapter 39.10 RCW such as General Contractor-Construction Manager (GCCM), Design-Build (DB), or Progressive Design-Build (PDB) depending on the size, scope, and complexity of the projects.
- 2.1.1. The preliminary step in the implementation of Capital Improvement Projects will be the development of a Regional Solid Waste System Facility Master Plan by the County with participation from the Cities, which is intended to help the County and the Contractor understand the relationship between the Projects and the most efficient order of construction.
- 2.1.2. As the next step, the County may develop preliminary Design Documents for a project or elect to have Contractor be responsible for preliminary design development.
- 2.1.3. The implementation method selected in 2.1, above, for each Project will be determined by mutual agreement of the County and Contractor.
- 2.1.4. Under any selected implementation process the Contractor will serve in an owner role for each Project undertaken consistent with the terms of A.3.
- 2.1.5. Under the selected implementation process, the Parties will discuss the need for and priority of Projects, but the County will make the final decision on the selection of which Projects to move forward with and when, taking into account input from the City of Vancouver and the Contractor.
- 2.1.6. As each Project is selected, amendments to the project-specific CIP Agreement will be executed by the County and the Contractor to provide

additional design and construction details, obligations of the County and Contractor, and costs as described below.

2.1.7. The following discussion sets out in general the details of the DBB and APD processes. The County and Contractor will adjust these details through discussion and mutual agreement on a Project-by-Project basis as the Capital Improvement Program is implemented. If the Parties choose to utilize a process permitted in RCW 36.58.090, the Parties shall comply with the requirements that the Parties determine are appropriate for each project.

2.2. **Conventional Design-Bid-Build Process.** If the County and Contractor agree to use a DBB approach, the County and Contractor will work together to facilitate the development and completion of selected Projects during the term of the Contract.

2.2.1. When a Project has been selected for development, the County and Contractor will negotiate a CIP Agreement similar to Exhibit A.3-1 for design and construction management services for that Project with the intent to create or confirm the Project's: (i) basis of design; (ii) the County's needs and objectives for the Project; and (iii) the steps to advance the Project. Depending on the complexity of the project, the scope and budget for design, and construction management services may be developed in more than one amendment as the County and Contractor mutually agree.

2.2.2. In the DBB process the Contractor will engage a qualified Design Professional firm or firms pursuant to chapter 39.80 RCW, who will prepare project Design Documents.

2.2.3. When Project design is complete, the Contractor will solicit competitive bids from not less than three qualified General Contractor (GC) teams and award a construction contract for the Project to the GC team pursuant to chapter 39.04 RCW.

2.2.3.1. Bids may be lump sum, time and materials, or some combination of the two as the Contractor and the County agree is appropriate given the nature of the Project work. This determination shall be made prior to issuance of the bid package.

2.2.3.2. At the time of construction contract award, the cost of the Project construction will be added to the CIP Agreement by Amendment.

2.2.4. Following construction contract award, the Contractor will oversee and manage the construction phase. The Contractor will utilize other

qualified subcontractors such as testing and inspection consultants to assist with the oversight and quality control of the construction work.

2.2.5. The roles and responsibilities of the Contractor and the County throughout the DBB process shall be more or less as described under the APD process below and as may be modified by mutual agreement of the County and the Contractor.

2.3. **Alternative Project Delivery Process.** If the County and the Contractor agree, the County and Contractor will work together using an APD approach to facilitate the development and completion of selected Projects during the term of the Contract pursuant to chapter 39.10 RCW or to chapter 36.58.090 RCW.

2.3.1. The preliminary step in the APD process will be negotiation of Phase One Services for that Project (generally design tasks), as further described below. The final step will be negotiation of Phase Two Services (generally construction tasks) for the Project as described below.

2.3.2. **Phase One Services.** When a Project has been selected for development, the Parties will negotiate a CIP Agreement similar to Exhibit A.3-1 for Phase One Services for that Project with the intent to create or confirm the Project's: (i) basis of design; (ii) the County's needs and objectives for the Project; and (iii) the steps to advance the Project.

2.3.3. Phase One Services will include design development, preconstruction services, preliminary environmental review (if applicable), and negotiation for Phase Two Services.

2.3.3.1. All design and other Project decisions will be based on cost, schedule, quality, operability, life cycle, and other considerations, with the Contractor's design and construction team providing ongoing, transparent cost estimates as required in A.3.

2.3.3.2. At the point in time where the design has been advanced to an appropriate level of definition that aligns with the County's requirements and as otherwise agreed in the CIP Agreement, the Contractor will provide a formal commercial proposal including the proposed Agreed Maximum Price (AMP) for Phase Two Services to be included in the CIP Supplemental Agreement.

2.3.3.3. The level of design completion needed to establish pricing for Phase Two Services will be stated in the CIP Agreement as it may vary for each Project.

2.3.3.4. Phase One Services will commence upon the County's issuance of a written notice to proceed with Phase One Services for that Project to the Contractor.

2.3.3.5. The Contractor shall ensure that Phase One Services are completed in accordance with the CIP Agreement.

2.3.4. **Phase Two Services.** In connection with establishment of the AMP for Phase Two Services, the County and Contractor will negotiate a CIP Supplemental Amendment (Exhibit A.3-2) for the Phase Two Services for the Project.

2.3.4.1. Phase Two Services will include final design, environmental review (if applicable), permitting, construction, construction quality control and oversight, and commissioning of the Project.

2.3.4.2. The CIP Supplemental Agreement must include all relevant commercial terms and other details for the Project, such as (to the extent applicable to each Project): scope, cost, the Contractor's contingency and use thereof, schedule, GC liquidated damages, GC limitations of liability, GC waiver of consequential damages, GC termination of rights, and all other requirements related to the completed Project.

2.3.4.3. Phase Two Services will commence upon the County's issuance of a written Notice to Proceed with Phase Two Services for that Project to the Contractor. The Contractor shall ensure that Phase Two Services are completed in accordance with the CIP Supplemental Agreement.

2.3.5. **Contractor Responsibilities**

General. The Contractor shall serve as the facility owner and as a contract manager for each Project and ensure that Subcontractors fulfill their obligations under the Subcontracts with Contractor. In this role, Contractor or an authorized agent of the Contractor shall be responsible for:

2.3.5.1. Engaging a General Contractor as necessary to assist in the performance of the Contractor's obligations under Sections 2.2 through 2.3 as it deems in its judgment to be necessary to fulfill the obligations under this Contract.

2.3.5.2. Reviewing and responding, as applicable, to any requests by the County, construction submittals, inspection reports, pay applications, change order requests, material testing reports, and other required submittals and data.

- 2.3.5.3. Being available to meet on site with the representatives of the County and the General Contractor.
- 2.3.5.4. Monitoring the daily construction activities and progress and being present on site from time-to-time as required by the nature of the ongoing construction activities. This includes coordinating with the County and the General Contractor; providing construction observations to confirm that the work is proceeding according to the construction contract documents; and notifying the County if problems, disputes, or changes from the approved final design arise during construction.
- 2.3.5.5. Providing monthly reports summarizing progress for the Project activities, including design and construction progress reports from Subcontractors.
- 2.3.5.6. Coordinating with the County on all design changes from the approved final design, and related construction questions and concerns.
- 2.3.5.7. Managing the General Contractor in establishing the Project schedules with input from the County and ensuring compliance therewith.
- 2.3.5.8. Reporting to the County Program Representative and Vancouver Contract Representative at mutually agreed, regular intervals.
- 2.3.5.9. Ensuring overall site safety and security during each Project
- 2.3.5.10. Securing any and all property rights from third parties necessary and applicable to any Project, including without limitation any rights to conduct testing of subsurface conditions necessary for the Project.
- 2.3.5.11. Unless the County agrees otherwise, these responsibilities shall not be delegated to any Subcontractor and shall not involve operations management staff provided under the Attachments A.1 or A.2. The Contractor's costs for managing these general duties shall be stated in Section 5, Compensation.
- 2.3.5.12. The Contractor shall serve as the County's sole contact with respect to the Projects. The County shall not contact any Subcontractors for a Project without prior or concurrent notice to the Contractor.

2.3.6. Management of Design and Construction. The Parties understand and agree that the Contractor may subcontract with one or more Design Professionals and General Contractors to provide certain design and construction management services. The Design Professional, General Contractor, and any Contractor staff who may perform these services, shall be qualified with relevant experience to lead and manage the capital improvement design and implementation Work. For Projects implemented through an APD process, the General Contractor and Design Professional shall be thoroughly experienced in the project delivery method selected. If the Contractor uses any of its own employees for these services, the Contractor shall not utilize the operations management staff identified in A.1. Any General Contractor engaged by the Contractor under this Contract must be acceptable to the County, which shall be conveyed to the Contractor in writing by the County Program Representative.

2.3.6.1. Management of design and construction services shall include, but are not limited to:

- 2.3.6.1.1. Procurement of design and construction services.
- 2.3.6.1.2. Contracting with and oversight of Subcontractors for design and construction services.
- 2.3.6.1.3. Securing all permits, licenses, and other governmental approvals necessary for construction and compliance therewith.
- 2.3.6.1.4. Ensuring compliance of all Subcontractors with site safety and security protocols during construction.
- 2.3.6.1.5. Establishing project schedules incorporating input from the County and ensuring compliance therewith.
- 2.3.6.1.6. Construction oversight and quality control services.
- 2.3.6.1.7. Management of tasks outlined in Sections 2.2 through 2.3.
- 2.3.6.1.8. Providing or obtaining information for design and construction progress reports for the Project activities.

2.3.7. Design Procurement and Process.

2.3.7.1. **Hiring.** The Contractor shall engage or ensure the engagement of a Design Professional(s) and any other qualified

Subcontractor design firm(s) it deems in its judgment to be necessary to fulfill the obligations under this Contract. Any Subcontractors engaged under this section must be acceptable to the County, which shall be conveyed in writing by the County Program Representative.

2.3.7.2. **Design progress.** Unless the County and Contractor agree in writing otherwise, design for each Project will be progressed in Design Documents from conceptual (approximately 10%), to approximately 30%, 60%, 90%, and final “For Construction”, or as reasonably determined by the Parties in the CIP Agreement. It is anticipated that Contractor’s commercial proposal for Phase Two Services (to be finalized in a CIP Supplemental Agreement) for each Project will be prepared when Project design reaches approximately 90% complete, or as reasonably determined by the Parties in the CIP Agreement.

2.3.7.3. **Design technology.** Design Documents will include drawings and plans prepared with building design software mutually acceptable to the County and Contractor, and fully illustrating all aspects of the facility improvements, and technical specifications prepared in the Construction Specifications Institute’s 41 division Master Format 2020 Edition and three-part section format unless otherwise mutually agreed by the Parties. The County will review in a timely manner and provide comments on each design progress stage of the drawings and specifications (approximately 10%, 30%, 60%, 90%, and final, or as reasonably determined by the Parties in the CIP Agreement).

2.3.7.4. **Cost estimates.** The Contractor will provide the County and Cities with construction cost estimates at the approximately 10%, 30%, and 60% design stages, or as reasonably determined by the County and Contractor in the CIP Agreement. The cost estimates will include all aspects of the construction including taxes, permit fees, and the Contractor’s contingency, as well as other identified variables applicable to the estimates. The cost estimates shall be prepared following the Associations for the Advancement of Cost Estimating (AACE) International’s cost estimate classification system as follows:

Design Level	AACE Cost Estimate Classification
10%	Class 4
30%	Class 3

60%	Class 2
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- 2.3.7.5. The amount in each cost estimate stage for the Contractor's contingency shall be reduced as the design progresses and shall be no more than 10% when the design reaches the point where the Contractor commits to the AMP for Phase Two Services, unless otherwise agreed upon by the Parties in the CIP Supplemental Agreement. The Contractor will control the use and distribution of the Contractor's contingency budget after the final AMP for Phase Two Services is established. In addition to the cost estimates prepared for each stage of the design development, during Phase One the Contractor will provide life cycle cost estimates for design alternatives when requested by the County in order to aid the County's decision-making regarding selection among alternatives with input from the Contractor.
- 2.3.7.6. **Construction schedule.** The Contractor will provide an estimated construction schedule to accompany each design stage submittal at approximately 10%, 30%, 60%, 90% and final design "For Construction", or as reasonably determined by the County and Contractor in the CIP Agreement. The schedules shall be prepared using software mutually acceptable to the County and Contractor. The schedules shall clearly indicate phasing of the construction that reasonably may be required for facility operations to continue without interruption or interference to the extent reasonably possible considering the phase of construction.
- 2.3.7.7. **Design Review.** Party Representatives shall confer at least biweekly by phone or email and shall meet monthly, at times mutually agreeable to the County and Contractor, to review the status of the design progress, and more frequently as necessary to resolve design questions and issues. The meetings may be virtual meetings using video conferencing or in person meetings. The County, after considering input from the City of Vancouver, shall have final approval authority for the design scope of work and design details. Design review meetings will be conducted at each stage of the design development and the County's comments and input to the design will be incorporated as mutually agreed during the design review process.

2.3.8. **Construction Procurement and Process.**

2.3.8.1. **Hiring.** The Contractor shall engage or ensure the engagement of qualified construction firm(s) that in the Contractor's judgment are necessary to fulfill its obligations under the CIP Agreement. Any Subcontractors engaged under this section must be acceptable to the County, which shall be conveyed in writing by the County Program Representative consistent with the requirements under the CIP Agreement.

2.3.8.1.1. Under the APD implementation process, the Contractor shall limit the General Contractor's performance of construction activities for each Project to not more than twenty percent (20%) of the total direct cost of construction, excluding major equipment purchases greater than \$50,000 excluding WSST, unless otherwise agreed by the County and Contractor in a CIP Agreement and/or CIP Supplemental Agreement.

2.3.8.1.2. Under the APD implementation process, the Contractor shall limit the General Contractor's cost for job site and home office management and overhead for each Project to not more than twenty percent (20%) of the total direct cost of construction, excluding major equipment purchases such as the second compactor, unless otherwise agreed by the Parties in a CIP Agreement and/or CIP Supplemental Agreement.

2.3.8.1.3. Under the APD implementation process, not less than sixty percent (60%) of the total direct cost of construction, excluding major equipment purchases, shall be performed by construction Subcontractors procured through a competitive process, with not less than three (3) bids obtained for each construction package, unless a fewer number of bids is approved by the County. The Contractor shall ensure the successful bidder for each construction package is selected on a best value basis which includes consideration of the Subcontractors' qualifications, proposed costs, and schedules.

2.3.8.2. **Notice to Proceed.** The Contractor shall not issue a Notice to Proceed with construction until the County receives all required documents. Required documentation shall include: a Performance and Payment Bond, a copy of all Certificates of Insurance and Additional Insured Endorsements. The Notice to

Proceed shall provide a start date and the date for Final Completion as agreed upon by the Parties.

2.3.8.3. **Testing and Inspections.** For all testing and inspections, the Contractor shall engage or ensure the engagement of an independent, qualified testing laboratory or special inspection Subcontractor to perform site inspections and testing services as agreed by the parties for each such Project and as required by the authorities having jurisdiction including, but not limited to, the following (as applicable):

- 2.3.8.3.1. Subgrade and backfill compaction testing.
- 2.3.8.3.2. Forms and rebar placement inspection.
- 2.3.8.3.3. Concrete sampling, test cylinder forming, and compression strength testing.
- 2.3.8.3.4. Grout sampling and compression cube testing.
- 2.3.8.3.5. Anchor bolt inspection and testing.
- 2.3.8.3.6. Structural welding inspection and testing.
- 2.3.8.3.7. High performance coating inspection.

2.3.8.4. **Documentation and tracking.**

- 2.3.8.4.1. The Contractor shall thoroughly document or ensure the thorough documentation of all construction oversight activities, including inspection and testing, on a continuous basis and shall provide copies of such documentation to the County Program Representative and Vancouver Contract Representative in a timely manner as required in this Contract.
- 2.3.8.4.2. The Contractor shall utilize or require all Subcontractors to utilize a formal submittal process that covers all materials and equipment specified in the design specifications. The process will track submittals in an electronic submittal log by specification section and date and will clearly show the review and approval comments of the Design Professional. The County and City of Vancouver will be included in the submittal process and will be given a reasonable opportunity to monitor the submittal process. The Parties will agree ahead of

time on which key submittals require the County's and Vancouver's review and on the time allocated for comments. The County and Vancouver recognize the critical nature of turnaround time for submittals and agrees that it will not delay the submittal review process.

- 2.3.8.5. **Drawings.** The Contractor shall maintain updated drawings ("red line drawings") during the construction. The County and Vancouver shall have an opportunity to inspect the "red line" drawings as the construction progresses. Upon completion of construction and the commissioning of the Project, the Contractor will provide the County and Vancouver with construction record drawings in an electronic format acceptable to the County and Vancouver.
- 2.3.8.6. **Temporary facilities and controls.** The Contractor shall provide or ensure the provision of all necessary temporary facilities and controls during construction, including but not limited to health and safety plans, traffic control plans and measures, trench safety measures, fire protection measures, and infectious disease protocols.
- 2.3.8.7. **Impact to facility operations.** The Contractor shall use reasonable efforts to minimize the negative impacts that construction Work has on the ongoing operations of the facility, including phased construction as necessary. All electrical service interruptions shall be scheduled for hours outside the operating hours, unless such interruptions are reasonably unforeseen or done for health and safety reasons.
- 2.3.8.8. **Construction Schedules.** Unless otherwise agreed by the Parties, the Contractor will submit an updated Project schedule with each monthly invoice. In addition, the Contractor will submit a two-week look-ahead schedule along with the agenda for each weekly construction progress meeting.
- 2.3.8.9. **Construction review.** The Contractor shall schedule weekly (unless another frequency is mutually agreed upon by the County and the Contractor) construction progress meetings throughout the construction period at times mutually acceptable to the County and Contractor. These meetings will be conducted at a mutually agreeable site, and will be attended by representatives of the Contractor, Design Professional, County, General Contractor, key Subcontractors, and others as appropriate; provided that meetings may be virtual meetings using video conferencing software as agreed by the County

and Contractor. The Contractor shall prepare and distribute the agenda for these meetings at least one (1) day before each meeting, and record and distribute meeting notes within two (2) business days of each meeting.

2.3.8.10.Changes during construction. For the requirements for managing changes in Project design and execution during construction Refer to Section 9, Change Orders.

2.3.9. Warranties. The Contractor shall ensure that for any equipment, material, or item installed under this Contract, the County, Vancouver, or successor owner will be a beneficiary of any and all warranties that are furnished as a customary trade practice that extend beyond January 1, 2034, and that installation will not void any such warranty. To effect this arrangement, all subcontracts executed in performance of this Contract shall include the following language:

2.3.9.1. The Contractor itself makes no representation or warranty, either express or implied, as to the quality of the equipment, material or item installed at the facilities the facilities under this Contract. Any other representation or warranty that may be applicable to a Project shall be addressed in the CIP Agreement or CIP Supplemental Agreement specific to the Project. During the term of A.3, the County and Contractor will work cooperatively to enforce any warranty in any subcontract or supply contract. Upon the expiration of A.3, the County or any successor will take sole responsibility to enforce any warranty in any subcontract or supply contract.

2.3.10. County assumption. When and if the County, Vancouver, or County successor agency assumes ownership of any of the Regional Transfer Station sites, should the County and Vancouver provide notice to the Contractor that it intends to assume some or all responsibilities for implementing one or more improvements, as provided in Section 2.4.6 below, the Contractor agrees to act in good faith and without delay in providing the County and Vancouver with all documents (not including privileged or proprietary documents) and other support that the County and Vancouver reasonably determines are necessary to proceed with the improvement and agrees to assist the County and Vancouver as reasonably necessary for the transition. The County and Vancouver agree to pay for all work performed by the Contractor to create those documents up to the time the documents are delivered to the County and Vancouver.

2.4. County Responsibilities. The County shall be responsible for:

- 2.4.1. The County will collaborate closely with the Contractor to facilitate the design, permitting, environmental review (if applicable), construction, and commissioning of the Projects to be implemented. The County Program Representative(s) will be available to timely respond to questions and information requests related to the Projects or this Contract.
- 2.4.2. The County will provide detailed Project Criteria for each Project in the Solid Waste System Master Plan as set forth in A.3.
 - 2.4.2.1. For selected projects, the County may provide preliminary Design Documents.
- 2.4.3. The County will perform its review, acceptance, and approval obligations set forth herein in good faith and without delay. Unless the County and Contractor agree otherwise, the County will complete design submittal and construction submittal reviews as quickly as possible, and in no case later than two (2) weeks following receipt of design submittals.
- 2.4.4. Further details regarding the County's and Vancouver's specific responsibilities for each Project will be detailed as necessary in each CIP Agreement or CIP Supplemental Agreement, as applicable.
- 2.4.5. The County and Vancouver retain the right to enter the facilities at any time and without prior notice to observe all work performed under A.3, and as agreed to in Attachment A.1 Section 2.4.3.
- 2.4.6. As provided for in Section 2.3.10, the County reserves the right to assume some or all responsibilities for implementing the improvements at any time during the process should the County determine that such change of approach is in the best interests of the Parties. Any assumption shall be effective upon the date identified in a Notice of Assumption. Notwithstanding the assumption, the County shall remain responsible to the Contractor for all costs actually incurred by the Contractor or any Subcontractor in connection with any Project before the effective date of assumption when such costs are in conformance with this Contract, with a CIP Agreement, or with a CIP Supplemental Agreement or any reasonable costs of demobilization actually incurred by a Subcontractor. Payment shall be made in accordance with Section 5 of A.3.
- 2.4.7. The County and Vancouver also retain final authority on matters related to improvement priorities and the implementation schedule.

3. OWNERSHIP OF FACILITIES

- 3.1. Until the County, Vancouver or successor agency assumes ownership of any of the Regional Transfer Station sites, as specified in Attachment A.1 Section 14,

the Contractor owns the facilities, the land thereunder (other than the land under the Washougal Transfer Station which is leased from the Port of Camas/Washougal), and all capital improvements constructed under A.3. Neither the Contractor nor any Subcontractor, shall remove or dismantle any part of the Regional Transfer Station sites or any capital improvements without written authorization of the County Program Representative or as specifically required for a Project.

4. RECORDKEEPING AND REPORTING

- 4.1. The Contractor shall establish and maintain an information system to provide storage and ready retrieval of accurate and complete capital improvement project documents, data and records. The Contractor shall prepare and maintain proper, accurate, and complete records and accounts of all transactions related to the Projects. The Contractor shall provide to the County Program Representative, and Vancouver Contract Representative upon request, by the fifteenth (15th) day of each month a report for the preceding month in accordance with Exhibit A.3-3.

5. COMPENSATION PROVISIONS

5.1. Compensation for Management of Design and Construction

- 5.1.1. The Parties shall engage in good faith negotiations to determine compensation for the Contractor for those reasonable and actual costs incurred by the Contractor in connection with each Project.

5.2. Reimbursement for Design and Construction Costs

- 5.2.1. For all services that the Parties agree may be subcontracted out by the Contractor in accordance with A.3, the Contractor shall be responsible for all costs incurred by the Subcontractors, but the County shall reimburse the Contractor for those costs, provided the costs have been approved in a CIP Agreement or CIP Supplemental Agreement, subject to any amendments or change orders. Such costs include but are not limited to:
 - 5.2.1.1. Design and engineering costs including surveying;
 - 5.2.1.2. Project permitting costs;
 - 5.2.1.3. Project environmental review costs (if applicable);
 - 5.2.1.4. Project construction costs, including without limitation materials, rental costs and taxes associated with the Work, and costs and expenses invoiced by Subcontractors;
 - 5.2.1.5. Construction quality control oversight and testing costs;

5.2.1.6. Project commissioning costs; and

5.2.1.7. Costs to secure and maintain performance and payment bonds and Project insurance (other than Worker's Compensation coverage).

- 5.2.2. The County and Contractor Representatives shall meet, review and agree on a draft invoice from the Contractor for services performed under A.3 on a day of the month to be agreed by the County and Contractor. The invoice shall include only the costs identified above that were invoiced to the Contractor in the preceding month and are only the costs actually incurred by a Subcontractor. The invoice shall also specify the amount to be retained under RCW 60.28.011 unless a retainage bond has been secured in compliance with Chapter 60.28 RCW. On a day of the month agreed to by the County and Contractor, the Contractor shall provide to the County a reviewed and agreed invoice in a format acceptable to the County and accompanied by supporting documentation as required by the County. Supporting documentation shall include, but is not limited to, invoices from Subcontractors. Additional documentation that may be reasonably requested by the County includes, but is not limited to, quantity surveys for construction quantities completed and invoiced, certification of upkeep of construction record drawings, documentation showing resolution of non-conforming Work, and other progress documentation.
- 5.2.3. The County will pay the Contractor within thirty (30) days from the date the County receives a complete and correct invoice, unless otherwise provided herein. All funds disbursed to the Contractor will be processed by Direct Deposit via Automated Clearing House (ACH), unless agreed otherwise agreed to by the County and Contractor.
- 5.2.4. If any amount is disputed in good faith, the County may withhold release of reimbursement / payment from the DCIMRF to the extent of the disputed amount but the County shall (i) pay all undisputed amounts as set forth above, and (ii) notify the Contractor in writing of the specific amounts the County intends to withhold, the reasons for the withholding, and the specific measures Contractor must take to rectify the County's concerns. The disputed amount shall be resolved in accordance with Section 2.13 of Exhibit A of the Master Services Agreement. To the extent that the dispute is resolved in favor of the Contractor, the County will agree to pay / reimburse the Contractor from the DCIMRF the remaining amount to which the Contractor is entitled plus an award of prejudgment interest and the Contractor's reasonable attorneys' fees and costs. The Contractor shall continue to perform its obligations under this Contract during any dispute resolution.

5.3. Retainage

- 5.3.1. In accordance with RCW 60.28.011, the County will retain five percent (5%) of funds to be paid to the Contractor under a CIP Agreement or CIP Supplemental Agreement for all labor, materials, supplies, or equipment, other than professional services as defined in chapter 39.80 RCW, that have been provided or used in the design or construction of a Project. The County will hold these funds in the manner elected by the Contractor under RCW 60.28.011(4), or the Contractor may, at no cost to the County or Vancouver, elect to provide a retainage bond as set forth in RCW 60.28.011(6). All terms of release or claims of lien shall be governed by chapter 60.28 RCW, with the trigger for giving notice of a lien under RCW 60.28.011(2) as being the date of Substantial Completion as defined herein unless otherwise.

5.4. Change Orders

- 5.4.1. If and when changes in a Project that are outside the cost and scope of the Project become necessary or advisable, the Contractor and General Contractor and/or Design Professional will confer on the scope, cost, and/or schedule impact for any changes that are pursued. Following conferral, the Contractor will present the proposed change order to the County for conferral and agreement. If the change is agreed to by the County, the County will prepare a change order and provide the Contractor with written direction to proceed. Implementation of the change order will not occur until the written direction to proceed is received by the Contractor.
- 5.4.2. The Contractor shall make or approve such changes and revisions to Project design or construction as necessary to cure apparent defective Work by a Contractor or Subcontractor with notification to the County, and such change shall not affect the Price of the Work.
- 5.4.3. If the County and Contractor are unable to reach agreement on the terms of any proposed change, the Contractor shall pursue resolution of the disagreement pursuant to the terms of dispute resolution in the Contract.

5.5. No Other Payments

- 5.5.1. Except as provided herein, the Contractor shall not receive compensation or payments for any fees other than those specifically allowed except with written authorization from County Program Representative.

6. CONTRACT REPRESENTATIVES

- 6.1. Parties shall designate a Contract Representative.

6.1.1. The County Program Representative is: _____ or their designee.

6.1.2. The Vancouver Contract Representative is: _____ or their designee.

6.1.3. The Contractor Contract Representative is: _____ or their designee.

6.2. The Contractor Contract Representative shall be the Contractor's agent and shall represent the Contractor for all purposes of this Contract. All written directions, instructions or notices given by County Program Representative and Vancouver Contract Representative to the Contractor Contract Representative and related to the subject matter of the Contract shall bind the Contractor unless contrary to A.3 or promptly objected to by the Contractor. The Contractor Contract Representative shall have authority to act on behalf of the Contractor with respect to the actions required under A.3. The Contractor Contract Representative's statements, representations, actions, and commitments shall fully bind the Contractor. The Contractor Contract Representative shall be available to the County Program Representative and Vancouver Contract Representatives at all times during the term of A.3.

6.3. The Parties shall notify each other in writing at least fifteen (15) days prior to any change in the Contract Representative designations.

EXHIBIT A.3-1 CIP AGREEMENT TEMPLATE

[NOTE: The following is a template to assist the Parties in preparing the scope, schedule and budget for each Project undertaken using the process set forth in RCW 36.58.090, a traditional DBB, one of the APD implementation processes. The template is meant to be flexible and a starting point for defining the scope, schedule and cost for each project, and may be modified by mutual agreement of the Parties]

CIP AGREEMENT # [number of project]_____ FOR [ATTACHMENT A.3]

Relating to Regional Solid Waste System Capital Improvements at XXXXXXXX Transfer Station

This CIP AGREEMENT is between CLARK COUNTY, a political subdivision of the State of Washington (County), City of Vancouver (Vancouver) and COLUMBIA RESOURCE CO., L.P., a XXXXXXX corporation (Contractor); hereafter collectively referred to as Parties made pursuant to the Master Services Agreement. This CIP AGREEMENT shall be effective upon the date that all Parties have executed it (Effective Date), as evidenced by the signatures below.

RECITALS

WHEREAS, the Parties entered into agreement for the operation and maintenance of the Solid Waste System pursuant to the Master Services Agreement, including A.3;

WHEREAS, the Parties intend that A.3 will function as a guideline for all Capital Improvement Projects identified in the Solid Waste System Master Plan, as well as any projects later identified that the Parties wish to accomplish at XXXXXXXX;

WHEREAS, The Solid Waste System Master Plan functions as the preliminary facility planning document that advances the planning and preliminary designs for all Capital Improvement Projects identified thus far in A.3 and establishes Project Criteria for each Project;

WHEREAS, each Capital Improvement Project is to be carried out in a two-step design and construction process as described in A.3. Design aspects are the majority of Phase One Services and are to be set forth in a CIP Agreement. Construction aspects are the majority of Phase Two Services and are to be set forth in a CIP Supplemental Agreement. A.3 requires that the Parties will agree upon and enter into a CIP Agreement and a CIP Supplemental Agreement for each Capital Improvement Project, unless the Parties agree to combine Projects; and

WHEREAS, the Parties wish to set forth the Phase One Services for [Name of Project] (Project) in compliance with the CIP Agreement, any amendments thereto, and the terms and conditions herein.

NOW THEREFORE, the Parties mutually agree as follows:

AGREEMENT

1. PURPOSE

This CIP Agreement covers all Phase One Services for the [Name of Project] described in Section 3 and is intended to create or confirm (i) the basis of design, (ii) the County's needs and objectives for the Project, and (iii) the steps to advance the Project. The work under this CIP Agreement will include design development, preconstruction services, preliminary environmental review (if applicable), and negotiation of Phase Two Services. All work will be completed using the Contractor's own or contracted material, labor, and equipment, and anything else necessary to complete the tasks identified herein in a professional and workman like manner and in accordance with standard industry practices.

2. DEFINITIONS

Capitalized terms used herein but not defined shall have the meanings set forth in A.3.

[Insert required Definitions, if any]

3. DESCRIPTION OF THE PROJECT

The Capital Improvement Project covered by this CIP Agreement is entitled [Name of Project] and involves [insert summary description of project].

[Insert general description of the overall project, the purpose/intent/objectives of the Project and the anticipated outcome that the Project will provide for OVTS/the County.]

The Project Criteria for this Capital Improvement Project [are set forth in Attachment ____] [include the following]:

[Insert summary of known Project Criteria]

4. COMMENCEMENT

Following execution of this CIP Agreement, Phase One Services will not commence until the County issues to the Contractor a written Notice to Proceed [language requiring other documentation] with Phase One Services in accordance with Section [insert updated section reference] of A.3.

5. BUDGET & COMPENSATION

1. Total cost. The amount of compensation to be paid to the Contractor under this CIP Agreement shall be as provided in Attachment A: Compensation, which is incorporated herein by this reference, and shall be paid in accordance with A.3.

2. Management and overhead. At no point shall any General Contractor cost for management and overhead be more than █ % of the total compensation under this CIP Agreement, excluding major equipment purchases.
3. Invoicing and Reimbursement. All invoicing under this CIP Agreement shall be made, and the County shall pay the Contractor, in accordance with Section 5 of A.3.

Except for the following additional supporting documents, no documents other than those identified in Section 5.2 of A.3 as supporting documentation shall be required as a condition of payment:

[Insert required documentation, if any]

4. Retainage. Unless a retainage bond has been secured by the Contractor as provided in Section 5.4 of A.3, the County will retain five (5%) of all funds to be paid to CRC under this CIP Agreement that are subject to retainage under chapter 60.28 RCW in the method selected by the Contractor in accordance with RCW 60.28.011, which the Contractor will select prior to execution of this Agreement. Without limitation, the Parties anticipate that the following classifications of work for this CIP Agreement will be subject to retainage:

[Insert known work classifications (labor, materials, supplies, or equipment), if any, that are subject to chapter 60.28 RCW retention]

5. Prevailing wages. To the extent any work performed under this CIP Agreement requires payment of prevailing wages, Section 8 of the Master Service Agreement shall apply.

6. SCHEDULE AND COMPLETION

- A. Completion Date. The Parties acknowledge that time is of the essence in this CIP Agreement. All Phase One Services for the Project, as identified herein, shall be completed by [date] ("Phase One Completion Date"), except in the event of an Uncontrollable Circumstance or unless otherwise agreed by the Contractor and the County and documented by an amendment to this CIP Agreement.
- B. Schedule. The schedule for complying with the Phase One Completion Date is set forth in Attachment B: Schedule.
 1. The schedule shall, at minimum, indicate the dates for the start and completion of the various stages of work, including the dates when County information and approvals are required to enable the Contractor to comply with the schedule and assumptions associated with such schedule. The County's review of, and response to, the schedule shall not be construed as

relieving the Contractor of its complete and exclusive control over the means, methods, sequences, and techniques for executing the work.

2. The schedule may be revised as required by conditions and progress of the work by agreement of the County and the Contractor Party Representatives; provided that the schedule shall not be extended because of any delays solely attributable to the Contractor or any Subcontractor but may be extended by the County (i) in the event of a delay attributable to the County; (ii) because of Uncontrollable Circumstances; or (iii) as necessary to avoid or minimize negative impacts to operations at the Project site.

[Insert potential scheduling impacts specific to the Project, if any]

7. DESIGN DEVELOPMENT

- A. Design Documents. Based on the Regional Solid Waste System Master Plan, the Contractor shall manage the advancement and completion of design for the Project to the County's satisfaction. Design Documents shall progress to the County for review and approval at 30%, 60%, 90% and final "For Construction" using the agreed upon technology in the CIP Agreement. *[identify other technology to use here if necessary]*. All submitted Design Documents shall be stamped with the seal appropriate to the architect, engineer, or other licensed professional.

1. Preliminary to 30% design:

- (a) Objectives

[Insert a description of the Objectives to reach 30% design.]

- (b) Activities [E.g., update background and site analysis; concept updates with review and revisions; modeling; investigations, etc.]

[Insert a description of the Activities to reach 30% design.]

- (c) Deliverables

- (i) Design Document

- (ii) Cost estimates for construction, which shall cover all aspects of the construction including taxes, permit fees, and a contingency, as well as other identified variables applicable to the estimates.

- (iii) Cost estimates, including life cycle costs, for design alternatives when requested by the County.

- (iv) Estimated construction schedule using [REDACTED] technology. The schedule must clearly indicate any phasing of the construction that may reasonably be required for operations to continue without interruption or interference.

(d) Assumptions

[Insert a description of the Assumptions to reach 30% design.]

2. 30% to 60% design (~~strike if not applicable~~)

(a) Objectives

[Insert a description of the Objectives to reach 60% design.]

(b) Activities

[Insert a description of the Activities to reach 60% design.]

(c) Deliverables

(i) Design Document

- (ii) Updated cost estimates for construction, which shall cover all aspects of the construction including taxes, permit fees, and a contingency, as well as other identified variables applicable to the estimates. Contingency costs shall be reduced as the design progresses.

- (iii) Updated life cycle cost estimates for design alternatives when requested by the County.

- (iv) Updated estimated construction schedule with any phasing that may reasonably be required for operations to continue without interruption or interference clearly indicated.

(d) Assumptions

[Insert a description of the Assumptions to reach 60% design.]

3. 60% to 90% design

(a) Objectives

[Insert a description of the Objectives to reach 90% design.]

(b) Activities

[Insert a description of the Activities to reach 90% design.]

(c) Deliverables

(i) Design Document.

(ii) Updated cost estimates for construction, which shall cover all aspects of the construction including taxes, permit fees, and a contingency, as well as other identified variables applicable to the estimates. Contingency costs shall be reduced as the design progresses and shall be no more than 10% when the County and Contractor agree on the Agreed Maximum Price (AMP) for Phase Two Services.

(iii) Updated estimated construction schedule with any phasing that may reasonably be required for operations to continue without interruption or interference clearly indicated.

(d) Assumptions

[Insert a description of the Assumptions to reach 90% design.]

B. Design Review. The County shall have the opportunity to review and provide comment at each of the design stages identified above. Additionally, the regular progress meetings and project reports should address (i) whether the work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in A.3 or this CIP Agreement that require resolution, (iii) whether health and safety issues exist in connection with the Project; (iv) status of the contingency account to the extent provided for in this CIP Agreement; and (v) other items that require resolution so as not to jeopardize the Contractor's ability to complete the work of Phase One for the agreed compensation amount and in accordance with the schedule set forth herein. The County shall have final approval for the design and all related aspects, acknowledging that decisions will be based on cost, schedule, quality, operability, life cycle, and other considerations, with the Contractor's design and construction team providing input and ongoing, transparent cost estimates.

C. *[Insert other County rights and responsibilities as necessary for the particular project]*

8. PRECONSTRUCTION SERVICES

A. Preconstruction Review. The Contractor shall schedule and conduct weekly meetings with the County, or on such other schedule as otherwise agreed, to

discuss such matters as procedures, progress, coordination, and scheduling of the work. The Contractor shall actively and cooperatively advise the County and Vancouver on proposed site use and improvements, selection of materials, and building systems and equipment. The Contractor shall also actively and collaboratively provide recommendations to the County and Vancouver, using reasonably available information and consistent with the Project Criteria requirements, on other preconstruction issues such as constructability; availability of materials and labor; time requirements for procurement, installation and construction, including ways to accelerate the schedule; phasing and site work planning; sequencing and scheduling for procurement, installation and construction; impact on operations; factors related to construction quality, maintainability and durability; and factors related to construction cost including, but not limited to, costs of alternative designs and materials, preliminary budgets, life-cycle data, and possible cost reductions. All decisions will be based on cost, schedule, quality, operability, life cycle, and other considerations, with the Contractor's design-build team providing ongoing, transparent cost estimates.

[Insert additional preconstruction review requirements, if any]

- B. Incorporation. The Contractor shall work with the County to incorporate into the Design Documents recommendations on constructability, means, and/or methods that may reduce cost, save time, improve quality, reduce risk, and/or improve the overall process of Project delivery. A primary objective of these efforts will be good faith efforts to ensure that the final cost of the work does not exceed the County's budget for the Project, and that the Project can be completed on time.
- C. Site Investigations. The Contractor shall manage the performance of site investigations, including but not limited to utility locates, to assist in development of the design and construction planning. The Contractor is responsible for verifying accuracy and reliability of information provided by any third party, regardless of the source. The Contractor is responsible for ensuring current and accurate investigations are completed that the Contractor believes are necessary for design or construction
- D. Procurement. The Contractor shall keep the County apprised of any labor, materials, and equipment that, to the Contractor's knowledge, might require a long lead time and shall coordinate with the County to ensure they are timely ordered and received. If ordering is necessary prior to the establishment of the AMP or execution of the CIP Supplemental Agreement, the Parties shall agree on an arrangement for procurement of such items.
- E. Preliminary Environmental Review. *(strike if not applicable)*
- F. Permit Assessment and Preparation. *(strike if not applicable)*

G. Others. *[Insert any tasks that need to be completed prior to starting any Phase Two services]*

9. NEGOTIATION FOR PHASE TWO SERVICES

Along with submission of the [90% or as agreed upon by the parties] Design Document, the Contractor shall provide a formal commercial proposal including AMP for Phase Two Services to be included in the CIP Supplemental Agreement for the Project. The County and Contractor shall then negotiate in good faith terms a final AMP for the CIP Supplemental Agreement.

10. INSURANCE AND INDEMNIFICATION

In addition to the insurance and indemnification provisions in Sections 6 and 16 of the Master Services Agreement, the Contractor shall require that subcontractors (excluding the General Contractor) for the following work hired, retained, or utilized for this CIP Agreement obtain and maintain the insurance coverage set forth in Attachment C: Subcontractor Insurance Requirements:

[Types of work with insurance requirements]

[Insert insurance modifications from the CIP Agreement for the Contractor and/or General Contractor, if any]

11. WARRANTIES

The Contractor warrants to the County that all the Contractor employees who perform work under this CIP Agreement and all subcontractors, subcontractor employees, and agents hired by the Contractor to perform work under this CIP Agreement have the qualifications, knowledge, experience, skills, and resources necessary to provide all work. The Contractor also warrants that all work performed hereunder shall be provided in a manner consistent with the standards of care, skill, diligence, and knowledge commonly possessed and exercised by experienced professionals in the same discipline in the same or similar circumstances, and that all work shall be performed to the County's reasonable satisfaction and according to the schedule agreed to by the Parties.

12. COUNTY ASSUMPTION OF WORK

[Insert any details specific to the project that would warrant more information than what is in A.3]

13. AMENDMENTS OR MODIFICATION

All amendments or modifications to this CIP Agreement shall be in writing and signed by the County and Contractor. There shall be no modification of this CIP Agreement, except in writing, executed with the same formalities as this present instrument.

14. CIP AGREEMENT TERMS

Except as expressly provided in this CIP Agreement, all other terms and conditions of A.3, and any subsequent amendments thereto applicable to the Project, remain in full force and effect.

15. TERMINATION

This CIP Agreement may be terminated under the terms of Section 4.2 of the Master Service Agreement

**ATTACHMENT A
COMPENSATION**

**ATTACHMENT B
SCHEDULE**

ATTACHMENT C

SUBCONTRACTOR INSURANCE REQUIREMENTS

The Contractor shall ensure that [subcontractor] procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with their performance of the work hereunder and the results of that work by the Contractor, their agents, representatives, employees or subcontractors.

- ☐ **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 or equivalent, including products and completed operations, with limits of no less than identified below per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - ☐ **\$1,000,000** per occurrence and **\$2,000,000** aggregate for bodily injury, personal injury, and property damage.
 - ☐ **\$3,000,000** per occurrence and **\$5,000,000** aggregate for bodily injury, personal injury, and property damage.
 - ☐ **\$5,000,000** per occurrence and **\$10,000,000** aggregate for bodily injury, personal injury, and property damage.
- ☐ **Automobile Liability:** covering any auto, hired, leased, and non-owned autos, with limits no less than the following:
 - ☐ **\$1,000,000** per occurrence and \$2,000,000 aggregate for bodily injury and property damage.
 - ☐ **\$500,000** per occurrence and \$1,000,000 aggregate for bodily injury and property damage.
 - ☐ **\$100,000** per occurrence and \$300,000 aggregate for bodily injury and property damage.
- ☐ **Workers' Compensation:** as required by the State of Washington, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- ☐ **Professional Liability (Errors and Omissions)** (if Design/Build): Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

- ☐ **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the subcontract and no coinsurance penalty provisions.
- ☐ **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

**EXHIBIT A.3-2
CIP SUPPLEMENTAL PROJECT AGREEMENT (CIP SUPPLEMENTAL
AGREEMENT) TEMPLATE**

To be developed by the Parties after execution of the CIP Agreement.

EXHIBIT A.3-3
RECORD KEEPING AND REPORTING REQUIREMENTS

To be developed by the Parties after execution of the CIP Agreement.

Certificate Of Completion

Envelope Id: 767FB349297B42A1A970A2D197781914

Status: Completed

Subject: Docusign: CCPH Columbia Resource Company Solid Waste HDC.1818

Source Envelope:

Document Pages: 212

Signatures: 8

Certificate Pages: 6

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Rebecca Addington
1300 Franklin St
Vancouver, WA 98660
rebecca.addington@clark.wa.gov
IP Address: 64.4.184.5

Record Tracking

Status: Original
8/23/2024 4:20:04 PM

Holder: Rebecca Addington
rebecca.addington@clark.wa.gov

Location: DocuSign

Signer Events	Signature	Timestamp
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Amanda Migchelbrink
Amanda.Migchelbrink@clark.wa.gov
Deputy Prosecuting Attorney
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 64.4.181.35

Sent: 8/23/2024 4:25:17 PM
Viewed: 8/26/2024 7:30:05 AM
Signed: 8/26/2024 7:30:14 AM

Electronic Record and Signature Disclosure:
Accepted: 8/26/2024 7:30:04 AM
ID: 184c60a8-c70f-4a4d-b289-10292f8d415e

Dan Schooler
dan.schooler@wasteconnections.com
Region Vice President
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 198.190.198.1

Sent: 8/26/2024 7:30:17 AM
Viewed: 8/26/2024 1:52:47 PM
Signed: 8/27/2024 8:52:47 AM

Electronic Record and Signature Disclosure:
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ID: fc370363-a4e5-466d-a3d3-7d855d128a92

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Derek Ranta
derek.ranta@wasteconnections.com
District Manager
Security Level: Email, Account Authentication (None)



Sent: 8/27/2024 8:52:51 AM

Electronic Record and Signature Disclosure:
Accepted: 7/20/2022 11:06:35 AM
ID: 985ed9bd-f67a-475c-b70a-8779243ed54e

Carbon Copy Events	Status	Timestamp
GCT gct@clark.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/27/2024 8:52:51 AM
Gerry Preston Gerry.Preston@clark.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/17/2024 2:35:38 PM ID: 4e38aef7-5f88-4cee-b060-6df43cdf8788	COPIED	Sent: 8/27/2024 8:52:52 AM
Joelle Loescher joelle.loescher@clark.wa.gov Solid Waste Operations Program Manager Clark County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/27/2024 8:52:52 AM Viewed: 8/27/2024 9:22:37 AM
Julie Gilbertson julie.gilbertson@cityofvancouver.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/27/2024 8:52:53 AM Viewed: 8/27/2024 10:59:25 AM
Jeff Harbison Jeff.Harbison@clark.wa.gov (564) 397-8475 Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/17/2017 1:59:43 PM ID: c6b22f8b-5a80-40f6-b4c8-2d833922a3f9	COPIED	Sent: 8/27/2024 8:52:54 AM
Alan Melnick alan.melnick@clark.wa.gov Public Health Director Clark County Public Health Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/13/2017 11:12:37 AM ID: 651822e5-b74c-4c64-862c-d03573dd80b8	COPIED	Sent: 8/27/2024 8:52:55 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/23/2024 4:25:17 PM
Certified Delivered	Security Checked	8/26/2024 1:52:47 PM
Signing Complete	Security Checked	8/27/2024 8:52:47 AM
Completed	Security Checked	8/27/2024 8:52:55 AM
Payment Events	Status	Timestamps

CONSUMER DISCLOSURE

From time to time, Clark County, WA (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Clark County, WA:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: loann.vuu@clark.wa.gov

To advise Clark County, WA of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at loann.vuu@clark.wa.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Clark County, WA

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Clark County, WA

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Clark County, WA as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Clark County, WA during the course of my relationship with you.

A RESOLUTION expressing the City Council's support for Proposition 4, which, if approved by voters, would fund police and public safety services, including staffing, equipment, technology, facilities, and criminal justice costs; increase Vancouver's regular property tax by approximately \$0.41/\$1,000 assessed valuation, for a maximum levy rate not to exceed \$2.63/\$1,000 for 2025; set the limit factor for Vancouver's total regular property tax levy for 2026-2030 to 100% plus annual increase of 5%; and authorize the 2030 levy amount as the basis to calculate subsequent levies (84.55 RCW).

A RESOLUTION expressing a collective position of the Vancouver City Council in opposition to Washington State Initiative No. 2066 which concerns regulating energy services, including natural gas and electrification, and which, if passed, would repeal or prohibit certain laws and regulations that discourage natural gas use, and/or promote electrification, and require certain utilities and local governments to provide natural gas to eligible customers.

A RESOLUTION expressing a collective position of the Vancouver City Council in opposition to Washington State Initiative No. 2109 which concerns taxes, and which, if passed, would repeal an excise tax imposed on the sale or exchange of certain long-term capital assets by individuals who have annual capital gains of over \$250,000.

A RESOLUTION expressing a collective position of the Vancouver City Council in opposition to Washington State Initiative No. 2117 which concerns carbon tax credit trading, and which, if passed, would prohibit state agencies from imposing any type of carbon tax credit trading, and repeal legislation establishing a cap and invest program to reduce greenhouse gas emissions.

A RESOLUTION expressing a collective position of the Vancouver City Council in opposition to Washington State Initiative No. 2124 which concerns state long term care insurance, and which, if passed, would provide that employees and self-employed people must elect to keep coverage under RCW 50B.04, could opt-out any time, and would repeal a law governing an exemption for employees.

Staff Report: 193-24

To: Mayor and City Council
From: City Manager
Date: September 16, 2024

Subject

November 2024 Ballot Measures: in accordance with RCW 42.17A.555, the Vancouver City Council will accept public testimony and express a collective decision and/or vote upon one or more of the following:

- Resolution in support of Proposition No. 4 City of Vancouver, Washington Police and Public Safety Services Levy Lid Lift;
- Resolution in opposition to Washington State Initiative No. 2066 which concerns regulating energy services, including natural gas and electrification;
- Resolution opposition to Washington State Initiative No. 2109 which concerns taxes;
- Resolution in opposition to Washington State Initiative No. 2117 which concerns carbon tax credit trading;

- Resolution in support of, or a Resolution in opposition to, Washington State Initiative No. 2124 which concerns state long term care insurance.

Key Points

Washington state law generally prohibits the use of public facilities to support or oppose a ballot initiative. RCW 42.17A.555. However, there are exceptions to this prohibition. One such exception is that a city council may, after proper notice, conduct a public hearing and take a collective position in support or opposition to a pending ballot initiative; provided that at such public hearing, individuals are afforded an approximately equal opportunity for the expression of an opposing view.

Strategic Plan Alignment

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

Present Situation

The following Resolutions have been prepared for City Council's consideration:

Resolution in Support of Proposition 4: Vancouver, Washington Police and Public Safety Services Levy Lid Lift which, if approved by voters, would fund police and public safety services, including staffing, equipment, technology, facilities, and criminal justice costs; increase Vancouver's regular property tax by approximately \$0.41/\$1,000 assessed valuation, for a maximum levy rate not to exceed \$2.63/\$1,000 for 2025; set the limit factor for Vancouver's total regular property tax levy for 2026-2030 to 100% plus annual increase of 5%; and authorize the 2030 levy amount as the basis to calculate subsequent levies (84.55 RCW).

Resolution in opposition to Washington State Initiative No. 2066 which concerns regulating energy services, including natural gas and electrification and which, if passed, would repeal or prohibit certain laws and regulations that discourage natural gas use, and/or promote electrification, and require certain utilities and local governments to provide natural gas to eligible customers.

Resolution opposition to Washington State Initiative No. 2109 which concerns taxes and which, if passed, would repeal an excise tax imposed on the sale or exchange of certain long-term capital assets by individuals who have annual capital gains of over \$250,000.

Resolution in opposition to Washington State Initiative No. 2117 which concerns carbon tax credit trading and which, if passed, would prohibit state agencies from imposing any type of carbon tax credit trading, and repeal legislation establishing a cap and invest program to reduce greenhouse gas emissions.

Resolution in support of, or a Resolution in opposition to, Washington State Initiative No. 2124 which concerns state long term care insurance and which, if passed, would provide that employees and self-employed people must elect to keep coverage under RCW 50B.04, could opt-out any time, and would repeal a law governing an exemption for employees.

Advantage(s)

Provides an opportunity for civic engagement and discussion of competing views regarding pending ballot initiatives

Challenge(s)

None

Budget Impact

None

Prior Council Review

[August 26, 2024 - Communications](#): consideration of expressing a collective position on one or more initiatives appearing on the November 2024 election ballot

Action Requested

Following a public hearing affording approximately equal opportunity to those in support and those in opposition, express a collective decision and/or vote upon one or more Resolutions relating to initiatives appearing on the November 2024 general election ballot.

Staff Contact

Jonathan Young, City Attorney, jonathan.young@cityofvancouver.us

Attachments:

1. Ballot Initiatives _ Presentation
2. Resolution in Support of Proposition 4 concerning a levy lid lift for public safety funding
3. Resolution in Opposition to Initiative No 2066 concerning regulating energy servcs including natural gas
4. Resolution in Opposition to WA Initiative No 2109 concerning taxes
5. Resolution in Opposition to WA Initiative No 2117 concerning carbon tax credit trading
6. Resolution in Support of WA Initiative No 2124 concerning state long term care insurance
7. Resolution in Opposition to WA Initiative No 2124 concerning state long term care insurance



CITY OF
Vancouver
WASHINGTON

November 2024 Ballot Initiatives

Jonathan Young

City Attorney

September 16, 2024

Overview



Prop 4

Public Safety
Levy Lid Lift



I-2066

Natural
Gas



I-2109

Capital
Gains Tax



I-2117

Carbon Tax
Credit Trading



I- 2124

WA Cares
Insurance



Support:

- Funds police and public safety services
- Increases Vancouver's regular property tax by approximately \$0.41/\$1,000 assessed valuation



Proposition 4: Public Safety Levy Lid Lift

Oppose

- Rejects the proposed levy lid lift

Uses include:

- 80 additional officers,
- 36 additional non-sworn staff
- Efficiency enhancing technology
- Criminal justice system support
- Facility investments
- Equipment and vehicles



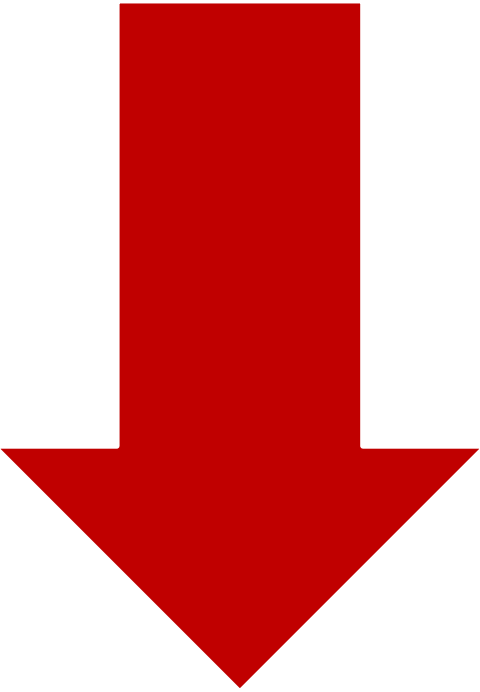


Support:

- Repeals / prohibits laws that discourage natural gas use and/or promote electrification
- Requires certain utilities and local governments to provide natural gas to eligible customers



I-2066 Regulating Natural Gas and Electrification



Oppose

- Protects state laws in alignment with Vancouver Climate Action Framework
- Preserves first-class cities' home rule authority
- Supports ongoing receipt of state grant funding

Vancouver grant funds include:

- \$4.95M: 3-cent gas tax
- \$4.85M: Climate Commitment Act



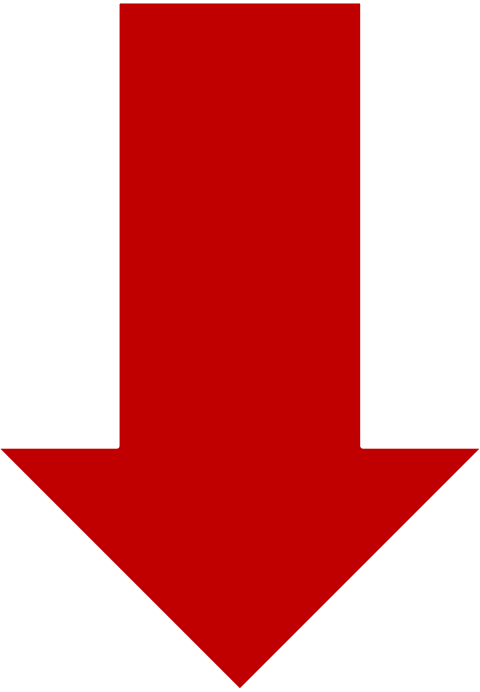


Support:

- Repeals a 7% state excise tax imposed on the sale or exchange of certain long-term capital assets by individuals who have annual capital gains of over \$250,000



I-2109 Capital Gains Tax



Oppose

- Supports a lawful state tax imposed on non-exempt high-dollar transactions
- Protects state funds set to be distributed to K-12 schools

\$424 million in statewide funding is projected to be allocated to K-12 Schools in 2025.



Support:

- Prohibits state agencies from imposing any type of carbon tax credit trading
- Repeals legislation establishing a cap and invest program to reduce greenhouse gas emissions.



I-2117 Carbon Tax Credit Trading

Oppose

- Protects state program in alignment with Vancouver Climate Action Framework
- Supports a user-paid cap-and-invest system
- Supports ongoing receipt of state grant funding

\$3.2 Billion in statewide dollars

Vancouver grant funds include: \$4.85M: Climate Commitment Act



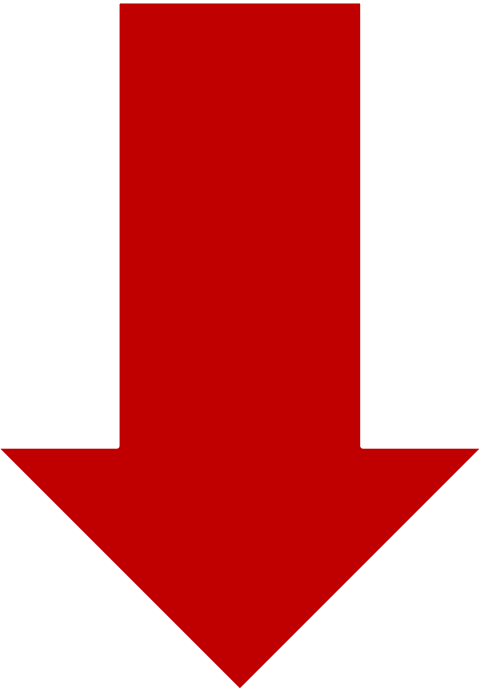


Support:

- Provides employees the choice of whether to enroll or opt-out of WA Cares Insurance RCW 50B.04



I-2124 WA Cares Insurance



Oppose

- Voluntary participation could erode ongoing viability of WA Cares Fund
- WA Cares Fund provides long term care insurance to individuals who may be unable to obtain comparable coverage in the private market

64% of City of Vancouver employee participate

Cost examples:

- Support Specialist:
\$55k/year = \$27/mo.
- Firefighter:
\$101k/year = \$63/mo.



Questions | Discussion



9/16/2024

RESOLUTION NO. M-_____

A RESOLUTION expressing the City Council's support for Proposition 4, which, if approved by voters, would fund police and public safety services, including staffing, equipment, technology, facilities, and criminal justice costs; increase Vancouver's regular property tax by approximately \$0.41/\$1,000 assessed valuation, for a maximum levy rate not to exceed \$2.63/\$1,000 for 2025; set the limit factor for Vancouver's total regular property tax levy for 2026-2030 to 100% plus annual increase of 5%; and authorize the 2030 levy amount as the basis to calculate subsequent levies (84.55 RCW).

WHEREAS, community growth and the associated 35% increase in call volume for police services from 2017-2023 has resulted in a decline in police response times; and

WHEREAS, a growth in demand for police services has strained investigative capacity of detectives such that nearly 3,100 cases go uninvestigated each year; and

WHEREAS, there is currently an insufficient effective police force to meet demands of the community; and

WHEREAS, reliable public safety is vital to a thriving community, and building capacity to meet the demand for public safety services can be accomplished through investments in sworn staff, non-sworn staff, complimentary co-response teams and programs, and technology; and

WHEREAS, in addition to the operational gaps, the new staff will require equipment, technology and new precinct space; and

WHEREAS, during 2023, Vancouver Police Department staff identified the necessary additional operating resources needed to increase the ability of the department to more effectively respond to the public safety needs of the community, and to build capacity to proactively engage the community in pre-emptive strategies to prevent threats to community safety, and worked with other City departments to estimate the cost of these additional resources; and

WHEREAS, the Vancouver City Manager convened a community advisory committee on policing to review and advise on identified needs and recommendations from the police department and to formulate a recommendation on potential investments in police and related capacities; and

WHEREAS, during the July 1 and July 8, 2024 workshops, Vancouver City Council considered the recommendation by the Public Safety Advisory Committee to increase the City's regular property tax levy to fund the operating expenses needed to improve public safety in Vancouver as the first step in a three-step funding approach for the increased police staffing; and

WHEREAS, on July 15, 2024, the City Council deliberated on the desired size of the levy increase and selected \$0.41/\$1,000 of assessed value as the levy rate increase to put before the voters during the general election to be held on November 5, 2024; and

WHEREAS, if passed, Proposition No. 4 would be used to fund 80 additional full-time sworn officers, 36 additional full-time equivalent non-sworn police positions; efficiency enhancing technologies; support for jail, corrections, prosecution and public defense resources; facilities investments necessary to support increased staffing, and equipment and vehicles consistent with current and future community expectations; and

WHEREAS, targeted outcomes of Proposition 4 passage include: reductions in violent and property crime, additional capacity for investigations, increased routine patrol and traffic enforcement, and stronger community conflict resolution; and

WHEREAS, deployment of staff and resources supported by Proposition 4 stands to enhance the community safety and vitality of the City of Vancouver; and

WHEREAS, on September 16, 2024, following notice and publication in accordance with Washington law, the City of Vancouver held a public hearing and allowed approximately equal amounts of time for those wishing to speak in favor of, and opposition to, the proposed ballot initiative.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VANCOUVER:

Section 1. The City Council hereby expresses its support for Proposition 4 because if approved by voters, it will provide revenue that is necessary to fund critical public safety services in the City of Vancouver.

ADOPTED at a Regular Meeting of the Vancouver City Council this 16th day of September, 2024.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

9/16/2024

RESOLUTION NO. M-_____

A RESOLUTION expressing a collective position of the Vancouver City Council in opposition to Washington State Initiative No. 2066 which concerns regulating energy services, including natural gas and electrification, and which, if passed, would repeal or prohibit certain laws and regulations that discourage natural gas use, and/or promote electrification, and require certain utilities and local governments to provide natural gas to eligible customers.

WHEREAS, the City of Vancouver is committed to ensuring a livable future for its residents and visitors by reducing our contributions to climate change, with a goal of achieving carbon neutrality by 2040; and

WHEREAS the City of Vancouver is committed to advancing equity, and the City recognizes that ‘climate justice’ is interconnected with racial justice – with many historically marginalized members of our community experiencing disproportionate impacts of climate change based on the physical attributes of the neighborhoods in which they live; and

WHEREAS, the City of Vancouver is focused on protecting our community from the impacts of climate change, including unnaturally poor air quality, increased incidents of childhood asthma, extreme weather, wildfires, and threats to public health and ecosystems; and

WHEREAS, legal precedent has recognized that there is “little basis for denying that climate change is occurring at an increasingly rapid pace” and that “[c]opious expert evidence establishes that this unprecedented rise stems from fossil fuel combustion and will wreak havoc on the Earth's climate if unchecked.” *Juliana v. United States*, 947 F.3d 1159, 1166 (9th Cir. 2020); and

WHEREAS, the City's efforts to ensure a livable future have been supported by substantial state grant awards including over \$4.95 million in funds from the Washington State 3-cent gas tax and over \$4.85 million in funds from the WA Climate Commitment Act; and

WHEREAS, the factors that contribute to climate change extend far beyond Vancouver's boundaries and Washington State Initiative No. 2066, if passed, would prohibit statewide laws and policies that support, augment, and are in alignment with, the goals and objectives of the City of Vancouver's Climate Action Framework; and

WHEREAS, Washington State Initiative No. 2066, if passed, would preempt the City of Vancouver's home rule authority by preventing the City from enacting policies to disincentivize the use of natural gas within the City's jurisdictional boundaries; and

WHEREAS, Washington State Initiative No. 2066, if passed, stands to jeopardize the City's ability to receive funds attributed to switching from natural gas to electric service and interrupt municipal work that could be carried out using these funds; and

WHEREAS, on September 16, 2024, following notice and publication in accordance with Washington law, the City of Vancouver held a public hearing and allowed approximately equal amounts of time for those wishing to speak in favor of, and opposition to, the proposed ballot initiative.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VANCOUVER:

Section 1. The City Council hereby expresses a collective position in opposition to Washington State Initiative No. 2066 because, if passed, this initiative (a) undermines statewide

efforts that support, augment, and are in alignment with, the City of Vancouver's Climate Action Framework; (b) would preempt the City's home rule authority to pass local laws disincentivizing use of natural gas; and (c) stands to jeopardize the City's ability to receive funds attributed to switching from natural gas to electric service and interrupt municipal work that could be carried out using these funds.

ADOPTED at a Regular Meeting of the Vancouver City Council this 16th day of September, 2024.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

9/16/2024

RESOLUTION NO. M-_____

A RESOLUTION expressing a collective position of the Vancouver City Council in opposition to Washington State Initiative No. 2109 which concerns taxes, and which, if passed, would repeal an excise tax imposed on the sale or exchange of certain long-term capital assets by individuals who have annual capital gains of over \$250,000.

WHEREAS, in 2021, the Washington Legislature enacted a capital gains excise tax, levied at a rate of seven percent (7%) on the sale or exchange of certain long-term capital assets, Ch. 82.87 RCW (“the Washington State capital gains tax”) which is imposed on sales and exchanges of long-term capital assets by individuals with capital gains over \$250,000; and

WHEREAS, in 2023, the Washington State Supreme Court ruled that the Washington State capital gains tax does not violate the constitutional prohibition on income taxes; and

WHEREAS, Washington’s taxation system has long been viewed as regressive – burdening those least available to pay – and Article IX, § 1 of the Washington State Constitution provides that “[i]t is the paramount duty of the state to make ample provision for the education of all children residing within its borders, without distinction or preference on account of race, color, caste, or sex; and

WHEREAS, revenue from the Washington State capital gains tax is currently set to be deposited in the education legacy trust account and the common school construction account with \$424 million in statewide funding projected to be allocated in 2025; and

WHEREAS, Washington State Initiative No. 2109, if passed, would repeal a tax set to benefit K-12 schools at the expense of wealthier Washingtonians and create a gap in K-12 education funding that will likely be shouldered at the expense of lower income taxpayers; and

WHEREAS, on September 16, 2024, following notice and publication in accordance with Washington law, the City of Vancouver held a public hearing and allowed approximately equal amounts of time for those wishing to speak in favor of, and opposition to, the proposed ballot initiative.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VANCOUVER:

Section 1. The City Council hereby expresses a collective position in opposition to Washington State Initiative No. 2109 because the Washington State capital gains tax is one of this state's few non-regressive taxes. If passed, Initiative No. 2109 would repeal a tax set to benefit K-12 schools at the expense of wealthier Washingtonians and create a gap in K-12 education funding that the City anticipates will otherwise be filled through regressive funding mechanisms.

ADOPTED at a Regular Meeting of the Vancouver City Council this 16th day of September, 2024.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

9/16/2024

RESOLUTION NO. M-_____

A RESOLUTION expressing a collective position of the Vancouver City Council in opposition to Washington State Initiative No. 2117 which concerns carbon tax credit trading, and which, if passed, would prohibit state agencies from imposing any type of carbon tax credit trading, and repeal legislation establishing a cap and invest program to reduce greenhouse gas emissions.

WHEREAS, the City of Vancouver is committed to ensuring a livable future for its residents and visitors by reducing our contributions to climate change, with a goal of achieving carbon neutrality by 2040; and

WHEREAS, the City of Vancouver is also committed to advancing equity, and the City recognizes that ‘climate justice’ is interconnected with racial justice – with many historically marginalized community members experiencing disproportionate impacts of climate change based on the physical attributes of the neighborhoods in which they live; and

WHEREAS, the City of Vancouver is focused on protecting our community from the impacts of climate change, including unnaturally poor air quality, extreme weather, wildfires, and other threats to public health and our ecosystems; and

WHEREAS, legal precedent has recognized that there is “little basis for denying that climate change is occurring at an increasingly rapid pace” and that “[c]opious expert evidence establishes that this unprecedented rise stems from fossil fuel combustion and will wreak havoc on the Earth's climate if unchecked.” *Juliana v. United States*, 947 F.3d 1159, 1166 (9th Cir. 2020); and

WHEREAS, the factors that contribute to climate change extend far beyond Vancouver's boundaries and statewide laws and policies are needed to support, augment, and align with, the goals and objectives of the City of Vancouver's Climate Action Framework; and

WHEREAS, one such statewide policy is Washington State's Climate Commitment Act – a landmark 'cap-and-invest' program funded by Washington's largest carbon emitting sources which is designed to help Washington meet its goal of reducing statewide carbon emissions by 95% by 2050; and

WHEREAS, Washington State's 2023-2025 budgets have appropriated \$3.2 billion in Climate Commitment Act auction revenues to fund numerous programs and projects throughout the state including a \$1.5 billion investment in clean transportation, \$366 million in climate mitigation, and \$345 million investment in environmental justice; and

WHEREAS, the City of Vancouver's efforts to ensure a livable future have been supported by substantial state grant awards including over \$4.85 million in funds from the Climate Commitment Act; and

WHEREAS, Washington State Initiative No. 2117, if passed, would repeal Washington's Climate Commitment Act and, in this event, terminate the revenue stream upon which the awards referenced above have been funded; Washington State's spending authority of \$1.7 billion in Climate Commitment Act revenues for FY 2025 would no longer exist – resulting in a significant detrimental impact on the overall budget of the State of Washington; and

WHEREAS, Washington State Initiative No. 2117, if passed, will jeopardize the ability of the City of Vancouver and community based organizations (CBOs) to receive future Climate

Commitment Act funds and interrupt important local work that could otherwise be carried out using these funds; and

WHEREAS, on September 16, 2024, following notice and publication in accordance with Washington law, the City of Vancouver held a public hearing and allowed approximately equal amounts of time for those wishing to speak in favor of, and opposition to, the proposed ballot initiative.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VANCOUVER:

Section 1. The City Council hereby expresses a collective position in opposition to Washington State Initiative No. 2117 because, if passed, this initiative (a) stands to jeopardize the City of Vancouver's ability to receive future Climate Commitment Act funds and would likely interrupt important local work that could otherwise be carried out using these funds, (b) would repeal a progressive statewide funding system that attributes financial responsibility for climate change to Washington's largest emitting sources, and (c) stands to create a statewide funding gap that the City anticipates will otherwise be filled through regressive funding mechanisms.

ADOPTED at a Regular Meeting of the Vancouver City Council this 16th day of September, 2024.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

9/16/2024

RESOLUTION NO. M-_____

A RESOLUTION expressing a collective position of the Vancouver City Council in support of Washington State Initiative No. 2124 which concerns state long term care insurance, and which, if passed, would provide that employees and self-employed people must elect to keep coverage under RCW 50B.04, could opt-out any time, and would repeal a law governing an exemption for employees.

WHEREAS, the WA Cares Fund is a healthcare program funded through a mandatory payroll tax that provides long-term health services benefits (such as home health care, adult day care, nursing home care, and group home care) to qualifying individuals; and

WHEREAS, the WA Cares Fund is the first state-operated long-term care insurance program in the country; and

WHEREAS, as of 2024, self-employed individuals that opt in to the program cannot opt out of the program unless they become no longer self-employed or retire and, as of 2024, the program offered limited pathways for exemptions from paying into the program; and

WHEREAS, individuals who timely opted out of the program are not required to maintain ongoing long-term care insurance and approximately 64% of Vancouver City employees continue to have payroll deductions withheld for coverage under the WA Cares Fund¹; and

¹ Examples of 2024 WA Cares payroll deductions within the City of Vancouver include:

- Support Specialist earning \$55,327/year = WA Cares deduction of \$26.98 per month;
- Firefighter earning \$101,205/year = WA Cares deduction of \$63.04 per month.

WHEREAS, Washington State Initiative No. 2124 would allow employees and self-employed individuals to opt out of coverage under WA Cares, and an individual that opts out of the program would not be required to pay the payroll tax assessed on employees' wages that funds the program; and

WHEREAS, if passed, Initiative No. 2124 would afford employees and self-insured individuals in the City of Vancouver a valuable choice as to whether to opt out of WA Cares Fund coverage; and

WHEREAS, individual employees are best situated to decide whether enrollment in the WA Cares Fund is in their own best interests and the best interests of their families; and

WHEREAS, on September 16, 2024, following notice and publication in accordance with Washington law, the City of Vancouver held a public hearing and allowed approximately equal amounts of time for those wishing to speak in favor of, and opposition to, the proposed ballot initiative.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VANCOUVER:

Section 1. The Vancouver City Council hereby expresses a collective position in support of Washington State Initiative No. 2124 because, if passed, Initiative No. 2124 would afford employees and self-insured individuals in the City of Vancouver a valuable choice as to whether to opt out of WA Cares Fund coverage; individuals are best situated to decide whether enrollment in the WA Cares Fund is in their own best interests and the best interests of their respective families.

ADOPTED at a Regular Meeting of the Vancouver City Council this 16th day of
September, 2024.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

9/16/2024

RESOLUTION NO. M-_____

A RESOLUTION expressing a collective position of the Vancouver City Council in opposition to Washington State Initiative No. 2124 which concerns state long term care insurance, and which, if passed, would provide that employees and self-employed people must elect to keep coverage under RCW 50B.04, could opt-out any time, and would repeal a law governing an exemption for employees.

WHEREAS, the WA Cares Fund is a healthcare program funded through a mandatory payroll tax that provides long-term health services benefits (such as home health care, adult day care, nursing home care, and group home care) to qualifying individuals; and

WHEREAS, the WA Cares Fund is the first state-operated long-term care insurance program in the country; and

WHEREAS, as of 2024, self-employed individuals that opt in to the program cannot opt out of the program unless they become no longer self-employed or retire and, as of 2024, the program offered limited pathways for exemptions from paying into the program; and

WHEREAS, individuals who timely opted out of the program are not required to maintain ongoing long-term care insurance and approximately 64% of Vancouver City employees continue to have payroll deductions withheld for coverage under the WA Cares Fund; and

WHEREAS, Washington State Initiative No. 2124 would allow employees and self-employed individuals to opt out of coverage under WA Cares, and an individual that opts out of

the program would not be required to pay the payroll tax assessed on employees' wages that funds the program; and

WHEREAS, if passed, Initiative No. 2124 could ultimately undermine the financial viability, and availability, of the WA Cares Fund which confers a valuable statewide benefit to many individuals who could not otherwise obtain long term care insurance at affordable rates in the private market; and

WHEREAS, on September 16, 2024, following notice and publication in accordance with Washington law, the City of Vancouver held a public hearing and allowed approximately equal amounts of time for those wishing to speak in favor of, and opposition to, the proposed ballot initiative.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VANCOUVER:

Section 1. The City Council hereby expresses a collective position in opposition to Washington State Initiative No. 2124 because, if passed, Initiative No. 2124 could ultimately undermine the financial viability, and availability, of the WA Cares Fund which confers a valuable statewide benefit to many individuals who could not otherwise obtain long term care insurance at affordable rates in the private market.

ADOPTED at a Regular Meeting of the Vancouver City Council this 16th day of
September, 2024.

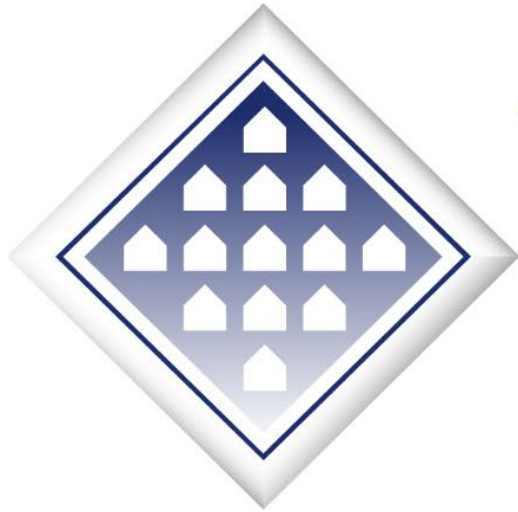
Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



VANCOUVER

HOUSING AUTHORITY

Vancouver City Council
September 16, 2024

Current State

Situational Assessment

- High level drug trafficking operation around NE 78th Ave and NE 32nd Place
 - Utilizing several units at The Pacific/Meridian
 - Constant drug runner traffic attempting to access buildings
 - People entering area to buy and use

Strategic objective

- Eliminate all drug trafficking operations from the area

This objective has not yet been accomplished; however, we have seen positive movement in several areas that we will cover

Steps VHA is taking

Disrupt Access to Pacific/Meridian

- Gate around Meridian
- Fencing breezeways at Pacific
- Increase security cameras to ensure no gaps
 - VHA team monitoring
- Provide regular updates to tenants of list of trespassed individuals
- Changed legal notice process to quickly respond if connection to criminal activity

Purpose of activities

- Increasing difficulty of access to the buildings through physical barriers
- Being able to tie activities of non-tenants to specific units through fob and security cameras

We have installed Meridian gate and fob system and have seen some positive results. A few tenants continue to allow access, but fob system and security cameras have allowed us to take lease enforcement action. Fencing at Pacific is in process.

VHA partnerships

- Vancouver Police Department
 - Declaring buildings drug free zones (plus 1,000 feet)
 - Doubles penalties
 - Sharing information when legally permitted
- City of Vancouver
 - Improvements to NE 78th Ave
 - Coordination with other property owners
- Coordinated Entry System
 - Distinguishing garden style and controlled access PSH

Purpose of activities

- Disrupt drug trafficking
- Making it as hard as possible to buy and use drugs in area
- Aligning referrals with the specifics of building design to increase success

We are in the process of posting signage regarding drug free zones. COV implementing planned bike lanes. Coordinated Entry piloting new assessment.

Homelessness Emergency Situation Report

Incident Name: Homelessness Emergency
Situation Report # 10

Incident Commander: Aaron Lande
Operational Period: August 2024

New Emergency Orders (if any)

NONE

Emergency Response

- **We have lost 34 people since the Homeless Memorial in December 2023**
 - **5 in the month of August**
- **VPD Data:**
 - Data collection began 7/8/24 – data below only includes figures from that date forward.
 - **2,429 events** related to unsheltered homelessness (**13.6% of total events**)
 - **4,751.1 hours** spent on events (**23.5% of total time**)

HART Activities

- HART conducted clean-ups at the following locations:
 - NE 159th Ave/NE 65th St
 - Around the blocks of W. 11th, 12th, 13th Streets near Jefferson, King, and Lincoln to include Mill Plain and the sound wall area west from Esther.
 - Burnt Bridge Creek Trail
 - Arnold Park
 - Marine Park
 - Other smaller pop-up jobs/locations as needed
 - Regular coordination with WSDOT for outreach and cleanup on their properties along the freeway system in the City of Vancouver
- **Removed 39 tons of solid waste from public property in August; YTD: 271.87 tons**

- Responded to **125 My Vancouver app submissions in August; YTD: 951**
- Handed out **28 naloxone kits** and provided **awareness on overdose response to 13** individuals through our partnership with WA State Dept. of Health's Opioid Education and Naloxone Distribution (OEND) Program. *
- HART member observed a person in crisis and recognized it as a potential overdose, used naloxone and reversed the overdose. Patient was transported for further medical care.

** This program supports access to naloxone for people who are likely to experience or witness an opioid overdose by providing free naloxone to organizations and community groups for distribution to clients and community members.*

Community Engagement and Tours:

- Open House Ministries annual block party
- Office of Equity and Inclusion "Impact Talk"
- Couve Collective

Safe Stays/Safe Park

- The Outpost:
 - **2 people exited to housing** this month
 - **1 person obtained employment**
 - 1 resident completed detox
 - 2 residents are currently attending the Rent Well class in preparation for housing stability, and 1 additional resident has been referred for the next class.
 - The Outpost residents participated in an art class at the YMCA
 - Local church provided a BBQ at the site
 - **Hosted a misting station** outside the gates for any community member needing a place to cool off on severe hot weather days
- Hope Village:
 - **2 residents exited to permanent housing** and reunited with children.
 - **1 resident celebrated 6 months clean and 90 days at job;** 1 additional resident obtained employment.

- 1 resident obtained ID, and 2 residents obtained food handler cards
- 4 residents are participating in outpatient treatment
- This site has seen a significant increase of incoming residents having high medical needs and/or physical disabilities.
- Kiggins Village:
 - **2 residents exited to housing**
 - **1 resident obtained employment**
 - 2 ID's, 1 Social Security card, and several other services accessed by participants
 - Residents held a community BBQ as well as a bingo night
 - A couple of residents are working towards regaining custody of their children.
 - 1 resident addressed legal challenges that had previously been barriers to housing and is now searching for housing.
 - 4 residents are actively engaging with Key Bank representatives and working towards a better understanding of budgeting and financial security
 - **4 residents are document ready** and exploring housing options
- 415 West:
 - **1 person celebrated 90 days, and 1 resident celebrated 30 days, clean and sober**
 - **1 resident completed detox**
 - Residents are actively participating in community-building by holding support circles to encourage each other's recovery from homelessness and/or substance use and attending neighborhood events and outside recovery support groups.
 - **1 resident approved for recovery housing**, and another resident approved for assisted living – looking at September move-ins.
 - 1 resident was able to talk to their children for the first time in over a year and is working to get into Family Treatment Court.
- Road2Home-Safe Park:
 - **6 residents exited to housing**
 - **2 residents obtained employment**

- 1 resident obtained ID
- This site has seen a significant increase of incoming residents having high medical needs and/or physical disabilities.

Bridge Shelter

- Request for Proposals for primary operator opened August 20th and closed 9/11
- Request for Qualifications for Design and Engineering opened 8/28 and closes 10/2
- First phase of community engagement underway
 - Be Heard Vancouver page has been open for questions/comments, and staff has been working to answer those as they come in.
 - Working with Communications team to identify October/November dates for in-person and virtual community engagement events

Community Court

- Local business/nonprofit, Divine Consign, made a \$25,000 donation to the Clark County Volunteer Lawyer's Program to support ongoing Community Court work!
- Community Court graduate completed treatment and spoke at the ribbon cutting for the new court location, expressing his gratitude for the role Community Court played in changing his life and reuniting him with his family.

Newly cited/referred into Court	19
Opted in to Community Court	10
Graduations (successful completion)	4
Community Service hours completed	24
Obtained Temporary Housing	3
Mental Health/Substance Use Disorder evaluations completed	5
Accessing/participating in treatment services	6

Columbia River Mental Health Services – Community Response Team (CRMHS – CRT)

	July 26 – Aug 23	10/1/23 – 8/23/24
Calls that were Screened	11	156
In Person Interventions and Outreach	34	275
Public Engagements	30	298
Public Engagement Contacts / Individuals	48	964

- Ongoing and New Partnerships

- St Vincent de Paul
- The FISH of Vancouver
- The Center, Adventist Community Services
- Recovery Café – weekly
- Fourth Plain Community Commons
- River City Church on Fourth Plain
- Safe Park
- Hope Village
- Couve Collective

- Stories of Impact from CRT staff:

The last four weeks have been challenging due to the weather. The month began with a heavy atmospheric river that drenched the county, followed by a sharp rise in temperatures and severe heat warnings. This dramatic shift in the weather patterns seemed to increase the strain on our houseless community, leading to a surge in calls related to severe behavioral health crises and substance use issues. CRT was able to provide support to everyone who reached out to the team, and they remained strong in their commitment to caring for and assisting those in need.

The team has continued to have very rewarding experiences talking with individuals who they met earlier on during the year, or who they had encountered at different times over the last several months. One individual shared that talking with CRT gave them the resources, the hope and motivation to seek treatment. They are now in housing and as they continue their recovery journey, would like to consider being a Peer Support Specialist someday.

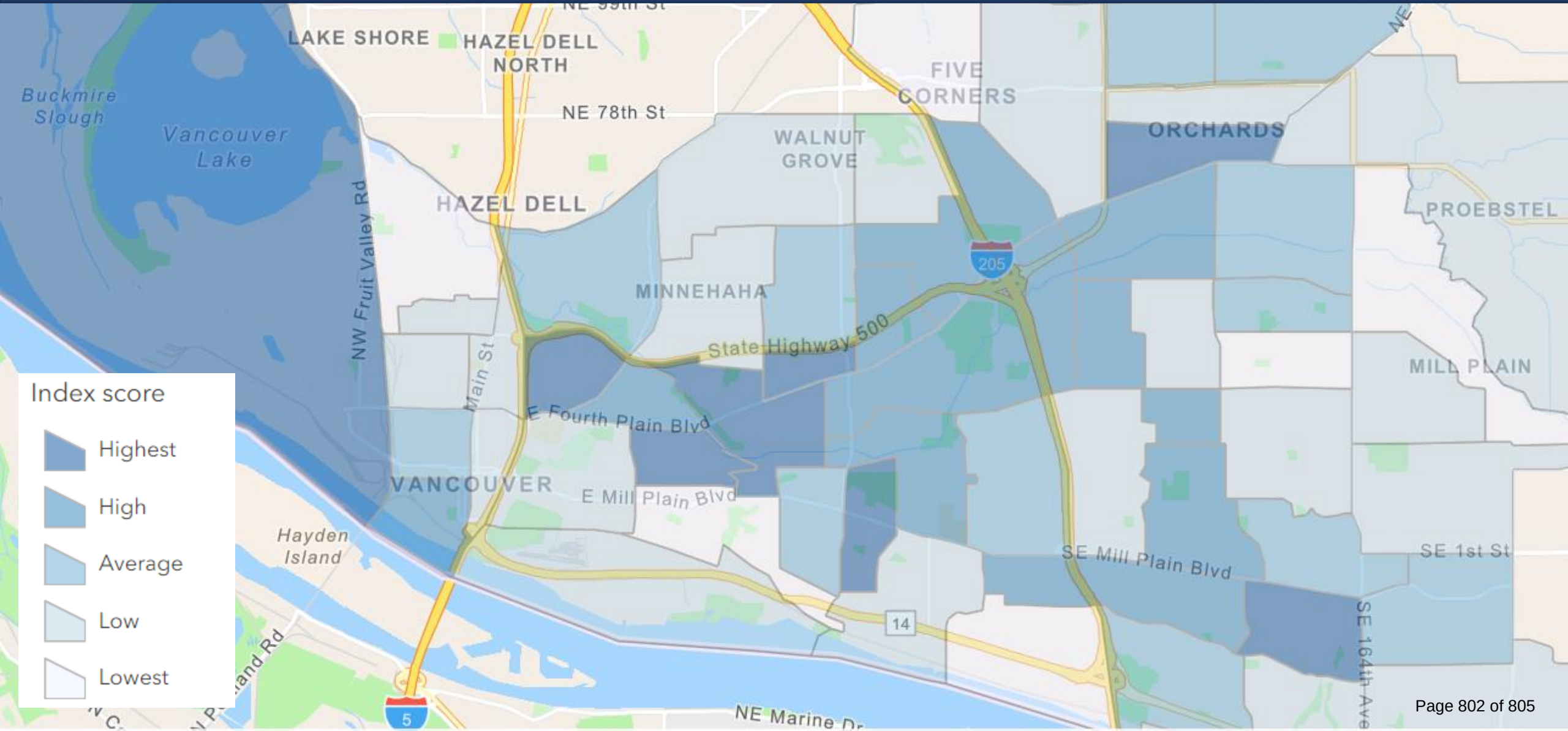
Another individual had seen the team multiple times but had never talked with them. Recently, they approached the team and shared that since they see CRT everywhere, they felt comfortable speaking with the team as they are now familiar faces. The individual shared the benefits of starting recovery and were interested in CRMHS. CRT provided information and referrals to CRMHS and hope to see them in services soon.

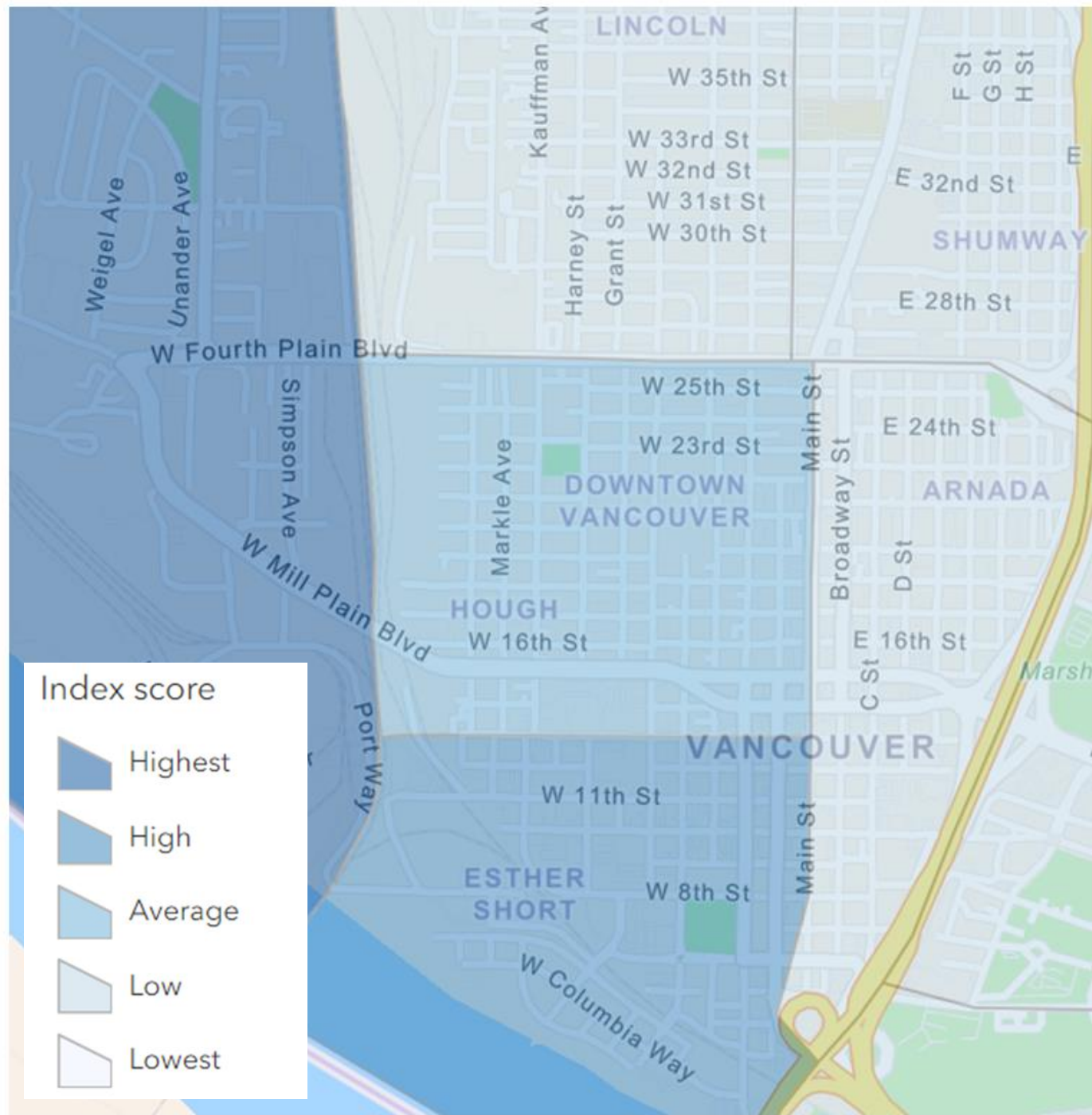
One team member shared that these moments have reminded them that CRTs work is about nurturing growth in an individual and creating small positive changes, much like tending a garden. Each heartfelt thank you has reinforced the importance of the mission and the impact the teams work has had on individual's lives. This team member shared a quote from Lao-tzu, Tao Te Ching about the nature of work: "People usually fail when they are on the verge of success. So, give as much care to the end as to the beginning; then there will be no failure." And that, the team as done.

Property Closures

- Under Emergency Order 2023-003, the City Manager declared additional publicly owned property closed. The list of properties can be found on the City's [Homelessness Emergency Declaration](#) page.

Vulnerability Assessment – Equity Index Map





This map displays the Vancouver, Washington area, highlighting the Columbia River and surrounding communities. Key features include:

- Water Bodies:** Vancouver Lake, Buckmile Slough, Bybee Lake, Smith Lake, and Hayden Island.
- Highways:** I-5 (Interstate 5), I-205 (Interstate 205), State Highway 500, and State Highway 14.
- Communities:** Hazel Dell, Minnehaha, Walnut Grove, Five Corners, Orchards, Proebstel, and Mill Plain.
- Streets:** NE 78th St, NW Fruit Valley Rd, Main St, E Fourth Plain Blvd, E Mill Plain Blvd, SE Mill Plain Blvd, SE 1st St, SE 164th Ave, NE Marine Dr, NE 33rd St, N Columbia Blvd, and N Portland Rd.
- Landmarks:** Vancouver Lake, Bybee Lake, and Smith Lake.

The map also shows the location of the Vancouver, Washington, and the surrounding areas, including the Columbia River and the surrounding communities.

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Residential Zones added to Camping Impact Areas

