

City Council Meeting Agenda October 7, 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. October 7, 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 October 7, 2024. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on October 7, 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: 3:00 - 6:00 p.m.

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

Economic Development Strategy Update

(Approximately 1 hr)

Chris Harder, Deputy Economic Development Director , chris.harder@cityofvancouver.us

2025-26 Biennial Budget

(Approximately 2 hrs, to immediately follow the previous workshop)

Shannon Olsen, Budget Manager, shannon.olsen@cityofvancouver.us

Council Dinner / Executives Session: Litigation/Legal Risks RCW 42.30.110(1)(i)(iii) (30 Minutes)

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 8, 2024

Minutes - July 15, 2024

Minutes - July 22, 2024

Proclamations

Disability Employment Awareness Month

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. Contract Amendment - Northwest Staffing Resources Agreement - C-100478

Staff Report: 194-24

Request: Authorize the City Manager or designee to execute an amendment increasing the authorized not-to-exceed amount of the contract with Northwest Staffing Resources from \$3,380,000 to \$5,380,000.

Lee Lofton, Deputy Human Resources Director, lee.lofton@cityofvancouver.us

2. Contract Amendment - Safe Stay Operator Contract with Outsiders Inn - C-100727

Staff Report: 195-24

Request: Authorize the City Manager, or designee, to execute Amendment No.4 to the Professional Service Agreement with Outsiders Inn of Vancouver, WA, for the delivery of supportive services and site management at city-sanctioned Safe Stay Communities 1 & 3 and increase the contract amount by \$2,084,112 to a revised amount of \$3,481,013.

Jamie Spinelli, Homeless Response Manager, jamie.spinelli@cityofvancouver.us

3. Contract Amendment - Increase for Parkeon/Flowbird Contract - C-101160 2023-25

Staff Report: 196-24

Request: Authorize the City Manager or his designee to execute amended contract C-101160 with Parkeon, Inc of Moorestown, New Jersey for an additional \$300,000, for a total of \$600,000. Contract ends February 24, 2025.

Gabe Montez, Parking District Manager, gabriel.montez@cityofvancouver.us

4. Contract Amendment - Professional Service Agreement for Water Station 4 PFAS Treatment System Design (RFQ 71-23)

Staff Report: 197-24

Request: Authorize the City Manager or his designee to execute Amendment No. 1 to contract C-101597 between the City of Vancouver and Stantec. Increase the not-to-exceed amount by \$6,334,718.23 to a total of \$6,950,459.35 and extend the termination date to 3/31/2029.

Mehrin Selimgir, Civil Engineer, Mehrin.Selimgir@cityofvancouver.us

5. Sub-Recipient Agreement between City of Vancouver and the Washington Traffic Safety Commission

Staff Report: 198-24

Request: Authorize the City Manager or his designee to approve the 2024-2025 Washington Traffic Safety Commission High Visibility Enforcement Grant.

Daphne Harris, Finance and Logistics Supervisor,
daphne.harris@cityofvancouver.us

6. Interlocal Agreement with Clark County for the Hazel Dell Avenue and Burnt Bridge Creek Trail Crossing Project

Staff Report: 199-24

Request: Authorize the City Manager or designee to sign an Interlocal Agreement with Clark County for the Hazel Dell Avenue and Burnt Bridge Creek Trail Crossing Project.

Jessica Hild, Senior Civil Engineer, Hassan Abdalla, Engineering Manager,
Jessica.Hild@cityofvancouver.us, hassan.abdalla@cityofvancouver.us

7. Grant for Urban Forestry Tree Inventory

Staff Report: 200-24

Request: Authorize the City Manager or designee to finalize and execute grant agreements with the Washington State Department of Natural Resources to accept and expend funding per the agreement.

Charles Ray, Urban Forester, charles.ray@cityofvancouver.us

8. Resolution for 12th and Main Multi-Family Tax Exemption Modification

A RESOLUTION of the City Council of the City of Vancouver approving a modification to a multifamily tax exemption development agreement with DST 150, LLC for an 8-year limited property tax exemption for market rate housing with a public benefit contribution, and green building elements, for the property located at 1205 Main Street, Vancouver, WA 98660 (Exhibit A).

Staff Report: 201-24

Request: Adopt a resolution authorizing the City Manager, or designee, to execute a multi-family housing limited property tax exemption certificate and take any and all action necessary to enforce the terms thereof.

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

9. Resolution for Vancouver Housing Authority Annexation-121st Avenue / 65th Street

A RESOLUTION relating to support of an annexation request (see Exhibit "E") using the 60% direct petition method pursuant to RCW 35.13.125; establishing the geographic extent, determining the comprehensive plan and land use designations, and determining whether the property owners will assume all or any portion of existing City indebtedness for the proposed annexation area.

Staff Report: 202-24

Request: Approval of resolution to proceed with the annexation process by setting the annexation boundary, establishing the Comprehensive Plan and zoning designations for the properties upon annexation, and determining any indebtedness to be assumed by the applicant.

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

10. Aviation Advisory Committee Appointment

Request: Appointment of Sara Baker to the Aviation Advisory Committee for a term beginning immediately and expiring December 15, 2025.

Council Subcommittee 1

11. Transportation and Mobility Commission Appointment

Request: Appointment of Devin Williams to the Transportation and Mobility Commission for a term beginning immediately and expiring December 31, 2025.

Council Subcommittee 2

12. Parks and Recreation Commission Appointments and Removal

Request: Remove Kerry Otto from the Parks and Recreation Advisory Commission effective October 7, 2024, and to fill this seat, appoint James Luce to the Parks and Recreation Commission for a term beginning immediately and expiring July 31, 2026; appoint Valerie Striplin to the Parks and Recreation Commission for a term beginning immediately and expiring July 31, 2025; and reappoint Stephen Wille with a term beginning January 1, 2025, and expiring July 31, 2027.

Mayor McEnerny-Ogle

13. Approval of Claim Vouchers

Request: Approve claim vouchers for October 7, 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.

14. 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: On Monday, October 7, 2024, upon second reading and public hearing, approve the ordinance. 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

15. 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: On Monday, October 7, 2024, upon second reading and public hearing, approve the ordinance. 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

16. 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: On Monday, October 7, 2024, upon second reading and public hearing, approve the ordinance. 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

17. 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: On Monday, October 7, 2024, upon second reading and public hearing, approve the ordinance. 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.

18. 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: On Monday, October 7, 2024, upon second reading and public hearing, approve the ordinance. 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

19. 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: On Monday, October 7, 2024, upon second reading and public hearing, approve the ordinance. 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

20. 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: On Monday, October 7, 2024, upon second reading and public hearing, approve the ordinance. 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

Communications

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

Waterfront Gateway Plaza Design

Interstate Bridge Replacement Program Update

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.



CITY OF
Vancouver
WASHINGTON

Economic Development Strategy Update

Patrick Quinton
Director
Economic Prosperity &
Housing

Chris Harder
Deputy Director
Economic Prosperity &
Housing

October 7, 2024



Agenda

- Strategy Objectives & Scope
- Work to Date
- Emerging Themes & Findings
- Preliminary Priorities
- Next Steps
- Questions & Discussion

Strategy Objectives & Scope

Objectives

- Inform the Economic Chapter of the Updated Comprehensive Plan
- Align with Regional Economic Development Plan
- Identify Initiatives to Support:
 - Small Businesses, Entrepreneurship, and Innovation
 - Vibrant Neighborhood Commercial Districts
 - Job Creation and Target Industry Growth

Scope

- 5-Year Strategy
- City Roles & Responsibilities
- Strategic Clarity
 - Competitive Position
 - Long-Term Economic Vision
- Strategic Focus & Action
 - Goals
 - Success Measures
 - Actions, Initiatives, & Investments



Project Phases

Discovery & Analysis

April – August 2024

- Data Analysis
- Community Engagement
- Program Evaluation & Benchmarking

Deliverable: Situation Assessment/ SWOT

Strategy Development

Sept. 2024 – January 2025

- Community Leaders Steering Committee
- Core Planning Team
- National Thought Leaders Group

Deliverable: Draft 5-Year Economic Development Strategy

Strategy Adoption & Implementation Planning

February – March 2025

- Council Workshop
- Council Adoption
- Strategy Prioritization
- Resource Assessment

Deliverables: 5-year Economic Development Strategy & Implementation Plan



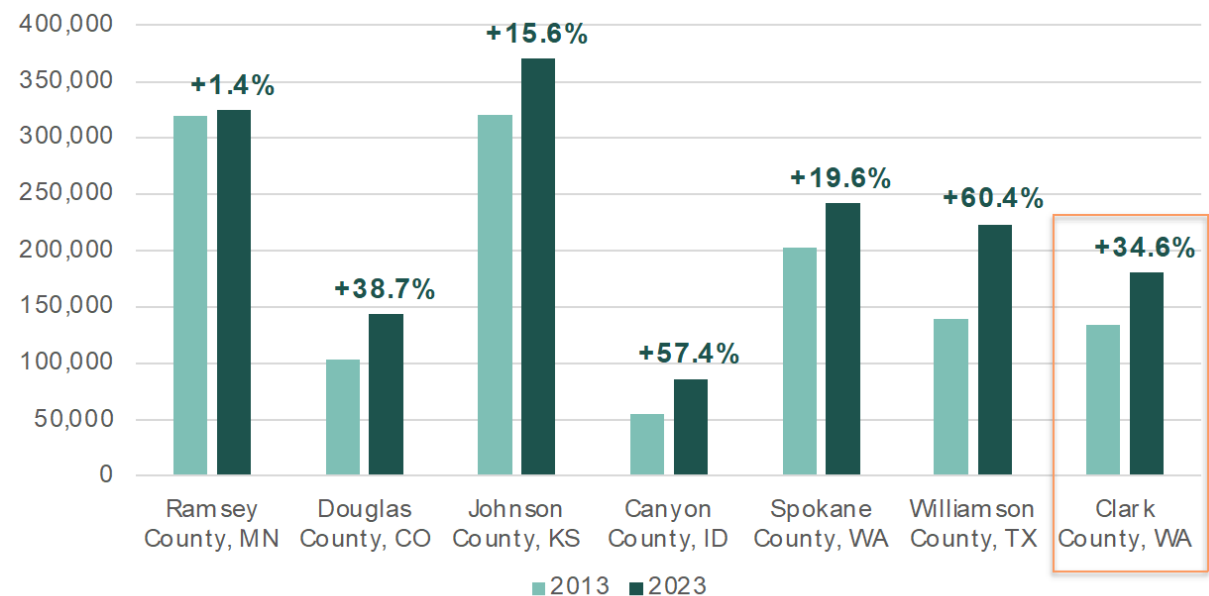
Work to Date

- Economic Data & Trends
- Community Engagement
 - Small Group Discussions
 - 1:1 Interviews
 - Online Survey
 - Public Meetings
 - Steering Committee
- Program Evaluation & Benchmarking (ongoing)
- Situation Assessment



Key Economic Trends

Peer Region Analysis, Total Covered Employment, 2013-2023



Source: QCEW

Key Demographic Changes, Vancouver, 2012-2022

	2012	2022
% People of Color	28%	35%
Median Age	38.0	39.4
% B.A/B.S (Age 25+)	26%	31%
Median Income	\$59.0k*	\$76.7k

Source: ACS 1-Year Estimates
*Adjusted for inflation

- Clark County leading employment growth in MSA and inline with peer communities
- Vancouver has become more diverse, more educated, older, and higher income

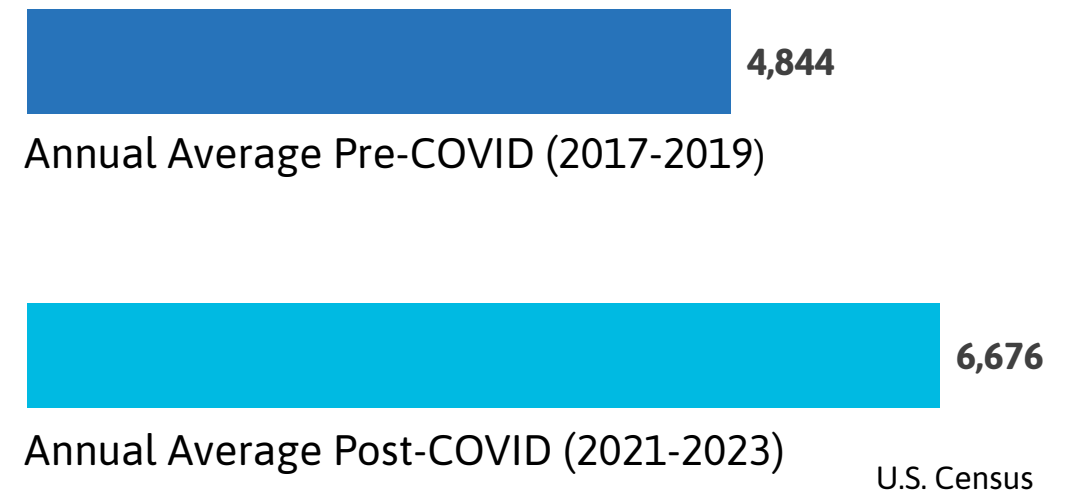


Key Economic Trends

Industry Concentration & Growth

- Vancouver growing and concentrated in non-traded sector (local serving) industries
- Vancouver declining in concentration or stagnant in key traded sector (sell outside region) industries
- Rise in management occupations reflects economic growth

38% Increase in Clark County New Business Starts: Entrepreneurship Boom



Key Engagement Themes

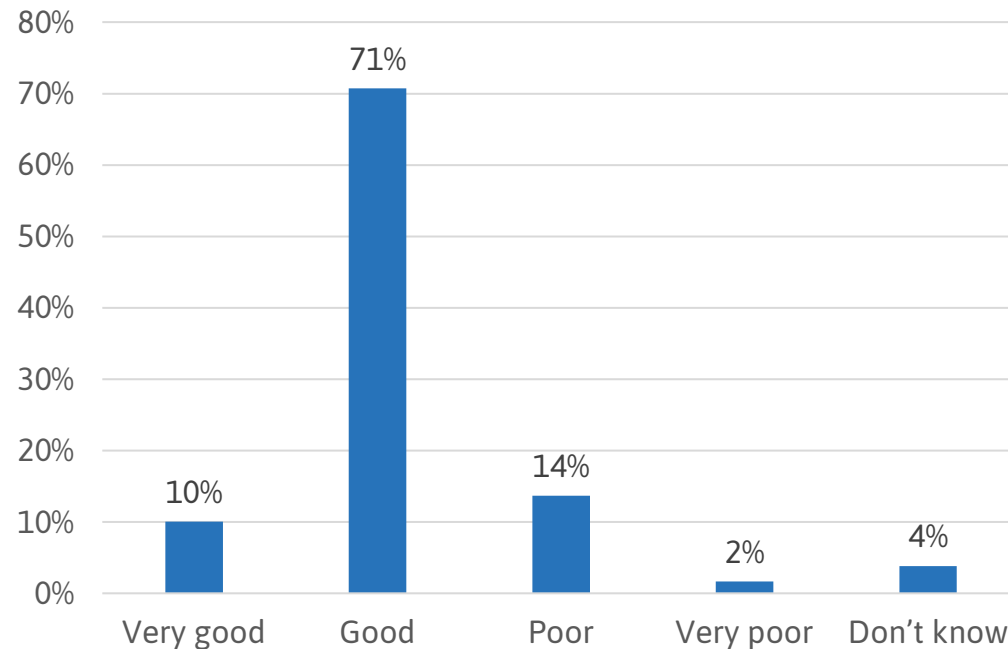
Small Group Discussions & Interviews

- Favorable business climate, community pride, and quality of life key attractors
- Budget constraints & lack of sustained investment to support economic growth a challenge
- Affordability (housing, commercial, childcare) is a challenge
- Lack of “infrastructure” to support entrepreneurship and innovation a barrier to competitiveness
- Retention of younger workers and recent graduates a priority
- Higher-paying, livable-wage jobs a priority
- Houselessness, cleanliness, and safety a concern
- Gentrification and displacement of cultural communities a concern



Survey Findings

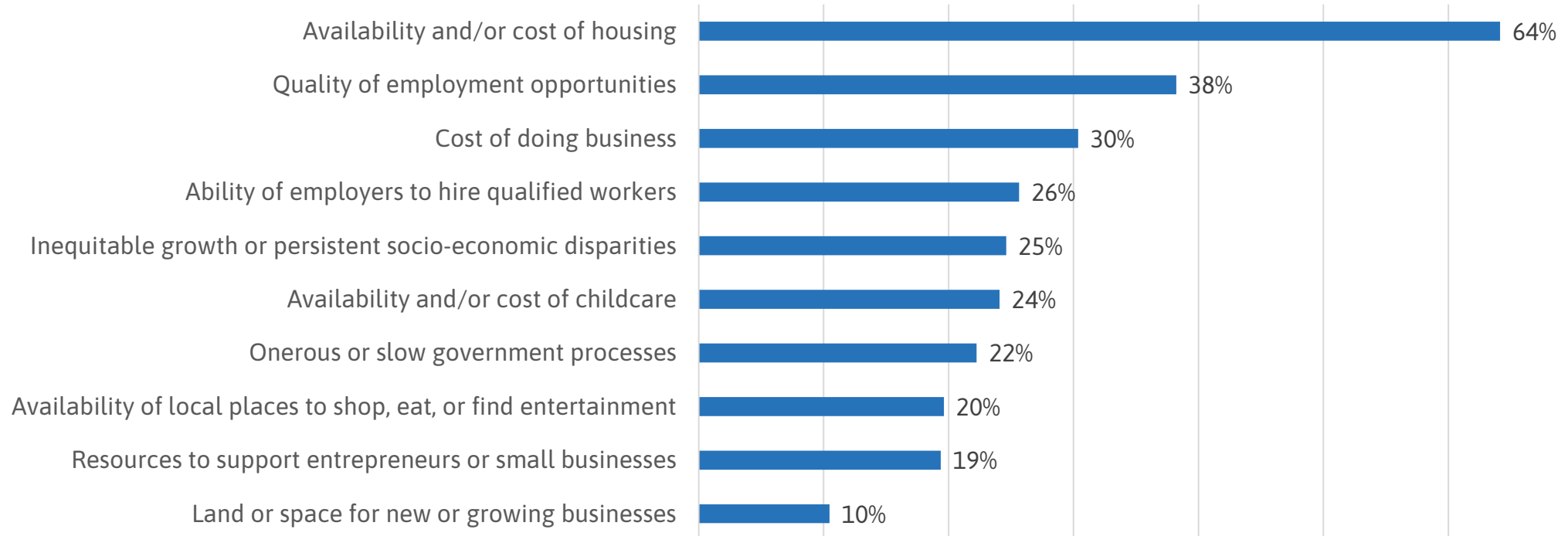
How would you rate economic conditions in Vancouver today?



- Positive feelings about Vancouver's economy
- BIPOC and business (small & large) stakeholders responded slightly more negatively
- Respondents are undecided on whether Vancouver is addressing economic disparities
- Respondents neutral toward residential and commercial growth; slightly negative toward industrial

Biggest Challenges

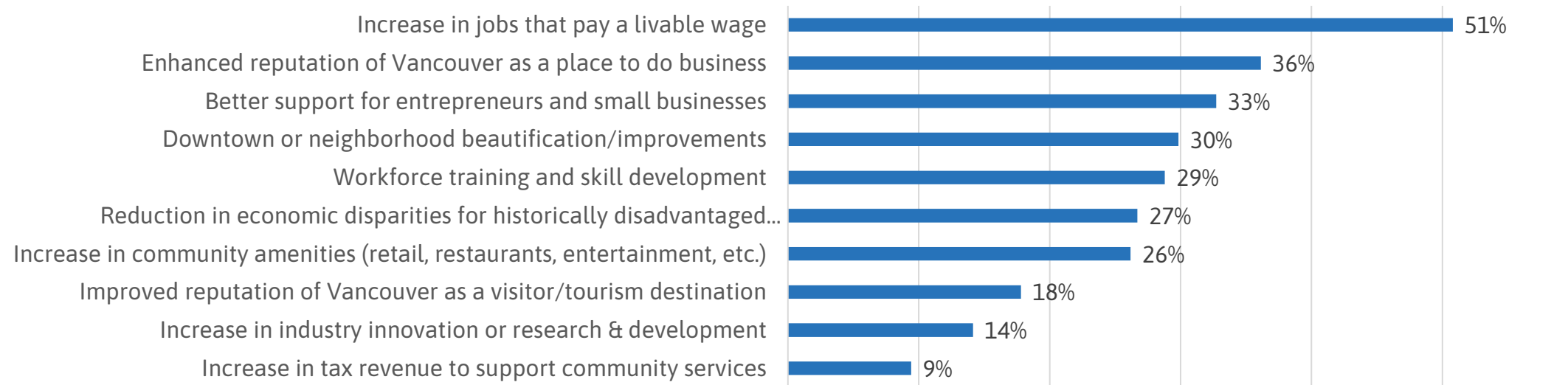
What do you believe are the top three biggest challenges related to ensuring the economic growth and competitiveness of Vancouver?



- Cost and affordability of Vancouver a key theme
- A desire for higher-quality employment (wages; consistent and sufficient work)

Survey Findings

What are the three most important outcomes you would like to see from the City of Vancouver’s economic development efforts going forward?



- Livable wage jobs identified as top desired outcome; tied to concern over affordability
- BIPOC and female respondents favored reduction in economic disparities, workforce training, and better support for entrepreneurs and small businesses.



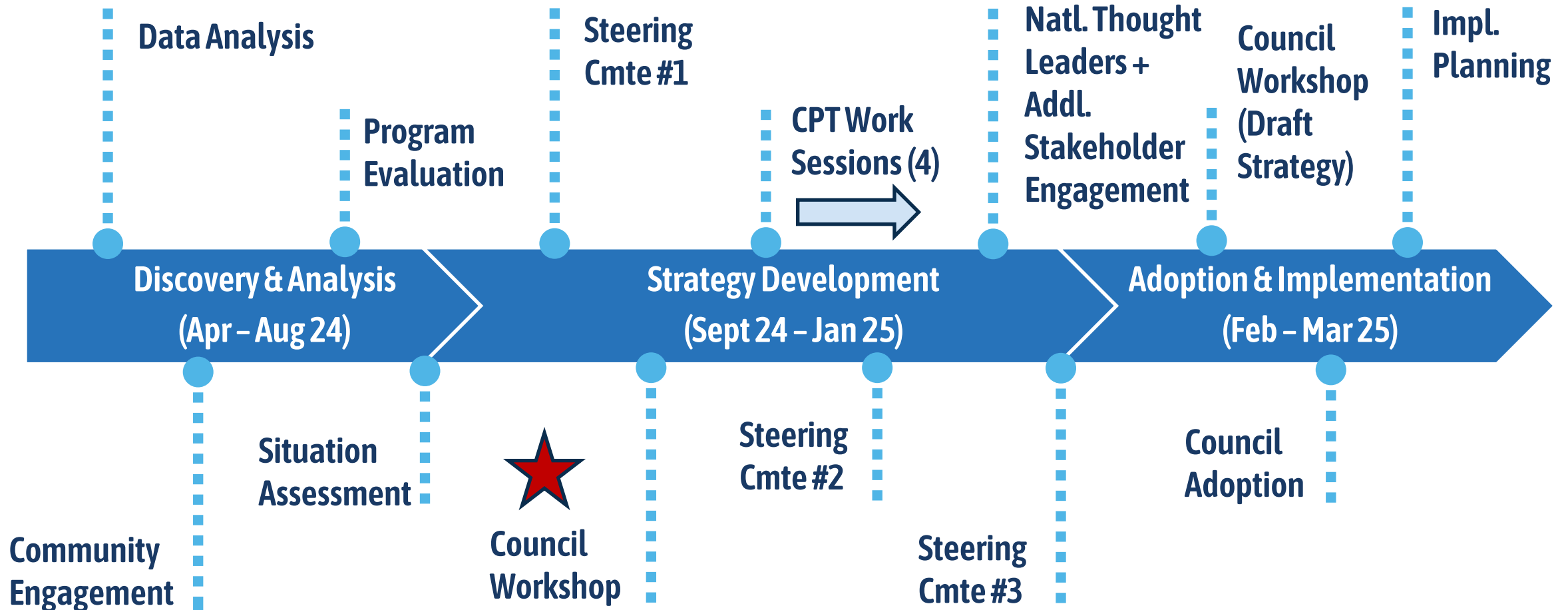


Preliminary Steering Committee Priorities

1. Strategically invest in innovation and startups
2. Enhance support for local small businesses
3. Address growing disparities
4. Support the future of work
5. Enhance the central city & key commercial corridors
6. Invest in strategic partnerships



Timeline of Next Steps



Questions

- Any immediate reactions to initial findings and themes?
- What must be accomplished over the life (5 years) of this Strategy?
- How can Strategy support City vision for economic security and opportunity?



Thank You





MEMORANDUM

DATE: October 7, 2024

TO: Vancouver City Council

FROM: Lon Pluckhahn, City Manager

RE: **Economic Development Strategy**

CC: Patrick Quinton, Chris Harder, Julie Arenz, Victor Saldanha

Introduction

Our city is experiencing significant change. Vancouver is transitioning from a suburban bedroom community into an important economic driver of the region. Vancouver must be responsive to not only significant increases in population, employment, entrepreneurship, and economic activity, but growing demographic disparities, rising costs, and complex socio-economic issues. A passive approach to economic development will not ensure the quality of life and economic opportunity current and future residents seek. Strategic economic development investments are critical to the success of local industries, businesses, and entrepreneurs. An active role by the City of Vancouver to address disparities and leverage growth opportunities will ensure Vancouver's economy is competitively positioned for long-term success.

With this imperative in mind, the City's Economic Prosperity & Housing Department (EP&H), in partnership with strategic planning consultants ECONorthwest and WSP USA, launched an effort this past spring to create the City's first 5-Year Economic Development Strategy (the "Strategy"). The Strategy will define Vancouver's long-term economic vision and value proposition, identify priorities and areas of focus, establish clear success measures and performance metrics, and commit the City to actionable investments, initiatives, and partnerships.

This memo provides:

- An overview of the scope of the Strategy;
- An overview of our community-led approach;
- Key findings associated with the Comprehensive Plan's Economic Conditions and Opportunity Analysis and this project's Economic Situation Assessment (see attachments); and
- A preview of next steps and deliverable timelines.

Background

Currently, the City of Vancouver does not have an economic development strategy, a rarity for a community our size and potential. The process to create an Economic Development Strategy began approximately three years ago when the City created the Economic Prosperity and Housing (EP&H) Department to lead the City's proactive investments in economic security and opportunity for all current and future residents. The addition of dedicated staff to lead the City's economic development efforts now allows for the creation of a strategy to define our work.

Two tenets drive how we approach the development of the Strategy: alignment and focus. From an alignment perspective, the strategic direction and priorities identified in the Strategy will inform the Economic Chapter of the updated Comprehensive Plan, linking economic growth and opportunity to important land use policies and decisions. In addition, we are committed to aligning the City's Strategy with the region's economic development roadmap, the [Clark County Comprehensive Economic Development Plan](#).

The Strategy must also have focus. A key goal of the Strategy will be to clearly and define City roles and responsibilities within the regional roadmap to ensure seamless service delivery and avoid duplicative efforts. In addition, a commitment to focus ensures that internal resources are directed to the highest priority activities and interventions.

The intent of this Strategy is to identify and prioritize City actions that will support:

- Small Business Growth, Entrepreneurship, and Innovation
- Vibrant Neighborhood Commercial Districts
- Employment Land and Industrial Development Priorities
- Livable Wage Job Creation and Target Industry Growth

Strategy Development Phases & Timeline

The Strategy is expected to be completed Q1 2025. The graphic below highlights the phases, activities, and deliverable milestones associated with the work.



Strategy Elements

The core elements of Vancouver’s 5-Year Economic Development Strategy will include:

Strategic Clarity



Competitive Position

What unique and sustainable value does Vancouver deliver to large employers, small businesses, entrepreneurs, and workforce/talent?



Long-Term Economic Vision

What is the ideal future state we are trying to create for Vancouver as a community and an economy?

Strategic Focus & Action



Goals

What outcomes must Vancouver achieve over the five-year strategy horizon?



Success Measures

How will we know when we are successful? What will we measure?



Actions

What finite-duration, discretionary projects, initiatives, and investments will we commit to implementing?

Commitment to a Community-Led Process

At the core of our strategy development approach is a commitment to community engagement, input, and decision-making. Following is a summary of our community engagement approach and recent activities:

Activity	Summary
Small Group Discussions	The City and ECONorthwest, in collaboration with local economic development partners, organized three separate small group discussions: 1. Large Employers/Corporate Stakeholder: Partnered with the Columbia River Economic Development Council (CREDC) 2. Local Small Businesses: Partnered with the Greater Vancouver Chamber of Commerce (GVCC), Hispanic Metropolitan Chamber (HMC), and Micro Enterprise Services of Oregon (MES) 3. High Growth Startups/Entrepreneurs: North Bank Innovations and Allie Magyar (serial entrepreneur and investor)
One-on-one Interviews	ECONorthwest facilitated seven one-on-one interviews with City leaders and elected officials. <i>Note: additional interviews will be scheduled to get input on draft priorities.</i>
Community Survey	The City developed and promoted a survey targeting Vancouver residents and economic development stakeholders. Approximately 420 people participated in the survey. We partnered with economic development and community partners to ensure the survey reached a diverse audience. The survey was also available in three languages: English, Spanish, and Russian.
Community Leaders Steering Committee	Under the leadership of outgoing City Manager Holmes and incoming City Manager Pluckhahn, the City has convened a Community Leaders Steering Committee to help inform and provide direction to the Strategy. To date, the City has convened the Steering Committee once, and two more are being scheduled over the next five months. Members of this Steering Committee include: • Jen Baker, President/CEO, Columbia River Economic Development Council • John McDonagh, President/CEO, Greater Vancouver Chamber of Commerce • Ron Arp, President, Identity Clark County • Miriam Halliday, Executive Director, Workforce Southwest Washington • Mel Netzhammer, Chancellor, Washington State University – Vancouver • Karin Edwards, President, Clark College • Nicole Davidson Leon, Executive Director, Hispanic Metropolitan Chamber • Paul Burgess, Executive Director, Fourth Plain Forward • Michael Walker, Executive Director, Vancouver's Downtown Association • Jordan Boldt, Executive Director, Vancouver Farmers Market • Matt Morton, President, Community Foundation for Southwest Washington • Patrick Adigweme, Chair, City of Vancouver Planning Commission • Jay Schmidt, Board Chair, SW Washington Hi Tech Council • Mike Bomar, Chief Economic Strategy Officer, Port of Vancouver • Tracey Fernandez, CFO & Interim CEO, SW Medical Center PeaceHealth • Cameron Hyzer, CFO, ZoomInfo • Marc Esrig, Principal, New Blueprint Ventures + Vancouver Innovation Center

	• Allie Persitz (Magyar), Chairwoman of the Board, Dynamic Events, Inc. • Julie Harrelson, Partner, Cascade Seed Fund • Charles Swatzell, CEO, Formos • Alan Hwang, Executive Director, Riff + CREDC Board Chair • Lance Killian, Chief Visionary Officer, Killian Pacific • Jason Presser, Director of Government Affairs, East Vancouver Business Association
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Summary of Economic Trends Analysis and Community Engagement Findings

A core goal of our process is to ensure that the final Strategy is evidence-based and informed by the community. As part of phase one of this effort, ECONorthwest conducted economic data and trends analysis. This analysis was conducted in two parts and represented by two different deliverables:

1. The Comprehensive Plan's Economic Conditions and Opportunity Analysis (see Attachments)
2. Economic Development Strategy Situation Assessment (See Attachments)

Both attached reports include detailed economic data tables, graphs, and trends.

In addition, quantitative data trends were supplemented by qualitative findings resulting from our community engagement (see previous section). The result is a preliminary Economic Development Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis.

Preliminary SWOT Analysis

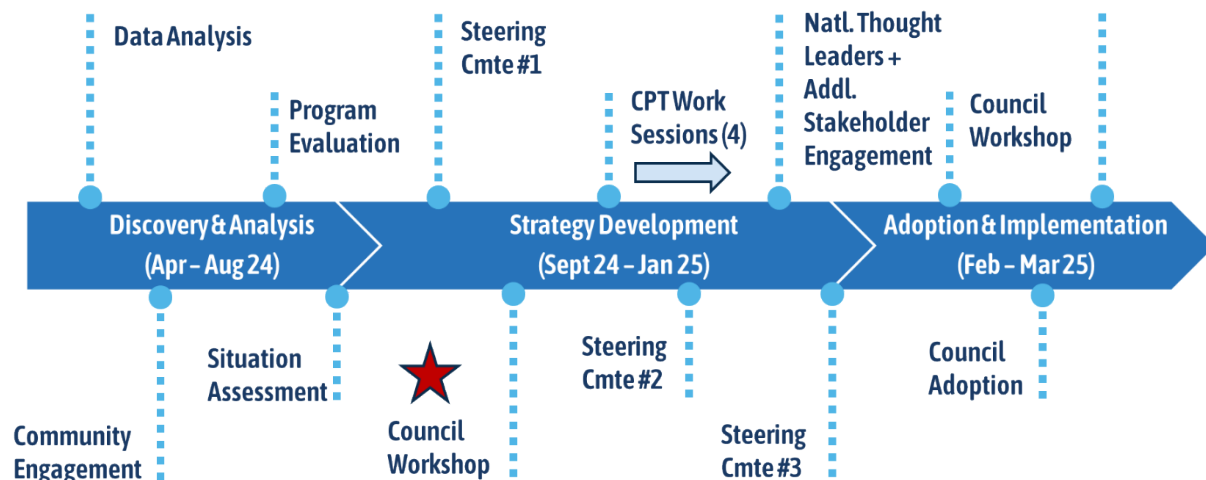
A SWOT analysis identifies internal community strengths and weaknesses (S-W), as well as broader opportunities and threats (O-T). Developing a fuller awareness of the situation helps with both strategic planning and decision-making.

Strengths	Weaknesses
Rapid population growth fueled by skilled and educated workers	Aging population presents long-term economic challenges
Robust network of economic development organizations strengthening the local economy	City struggles with racial and ethnic disparities in income, education, and housing
Rise in management occupations reflects economic expansion	Limited commercialization and research & development hinder innovation
Favorable business climate attracting new investments	Shortage of affordable, reliable childcare impacts workforce stability
Strong community bonds enhance livability and workforce retention	Downtown vacancies and visible homelessness hinder urban vitality
Diverse businesses and sectors bolster economic resilience	Business retention and expansion activity is stagnant
Perceptions of economic conditions is positive	Rising costs highlight need for more affordable housing and commercial space
	Increasingly, employment concentration is in local sector jobs and not higher wage traded sector industries

Opportunities	Threats
Additional job opportunities can lessen the impact of 47,000 people regularly commuting outside of Vancouver	Young graduates exiting the community after graduation
Half of the county's jobs are expected to locate in Vancouver by 2045	Startup investment funds, accelerators, and incubators are concentrated outside of Vancouver
Walkable 15-minute neighborhoods are seen to enhance urban living	Business displacement in economically disadvantaged areas
A growing small business and entrepreneurship community	Bureaucratic growth of City Government hampers business approvals and transactions
City attracts large developers with additional growth potential	Large business and employers rate the economic conditions of Vancouver to be unfavorable compared to other stakeholders
Placemaking investments key to business success and talent recruitment	Lukewarm feelings by residents and stakeholders toward future residential, commercial, and industrial growth
IBR will offer increased accessibility, amenities, and job opportunities	Decisions made in the Puget Sound are often at the expense of SWW and Vancouver

Next Steps

The project team has transitioned into the second phase of the project, Strategy Development. Over the course of the next five months the Core Planning Team, consisting of City staff and external partners, will meet over four facilitated work sessions to develop the Draft Economic Development Strategy. Interwoven into this process will be two additional Community Leaders Steering Committee meetings, additional public engagement, consultation with a National Thought Leaders Group, and presentations to various boards and commissions. In early 2025 we will re-engage City Council to present and receive feedback on the Draft Strategy, with the goal of final adoption toward the end of Q1 2025.



Attachments

1. Economic Development Strategy Situation Assessment
2. Comprehensive Plan's Economic Conditions and Opportunity Analysis



CITY OF
Vancouver
WASHINGTON

Economic Development Strategy

Situation Assessment + SWOT Analysis

Prepared by ECONorthwest & City of Vancouver Staff
September 2024



Key Sections

- Context for Strategy
- Economic Data Trends
- Engagement Themes
- Community Survey Findings
- SWOT Analysis



Project Overview: A New Trajectory

Proactively respond to foundational shifts in Vancouver's Economy

- Transition from a regional bedroom community to a regional economic driver
- Accommodate significant regional population and job growth
- Respond to emerging community priorities such as...
 - Mitigating the impacts of climate change
 - Addressing disparities to ensure widely-shared economic opportunity
 - Creating affordable and accessible communities that maintain a high quality of life



A Roadmap for Economic Prosperity

Vancouver's Economic Development Strategy will

- Inform the Economic Chapter of the updated Comprehensive Plan
- Align with CREDC's update of the Clark County Comprehensive Economic Development Plan
- Define City roles & responsibilities within the regional blueprint to ensure alignment and seamless service deliver
- Identify and prioritize City of Vancouver programs and initiatives to support:
 - Small Businesses, Entrepreneurs, and Innovation
 - Neighborhood Commercial Districts
 - Employment Land and Industrial Development
 - Job Creation and Target Industry Growth



City of Vancouver

Key Economic Data Trends

- Certain data was only available at the County level, but where possible Vancouver specific data was gathered and analyzed
- A time lag often exists regarding data availability. The most recent data was used at the time of analysis
- Data and findings from the Comprehensive Plan's Economic Conditions and Opportunities Analysis were leveraged



Key Trends: Population Growth

Vancouver and Clark County are growing quickly compared to other places in the Portland Metro.

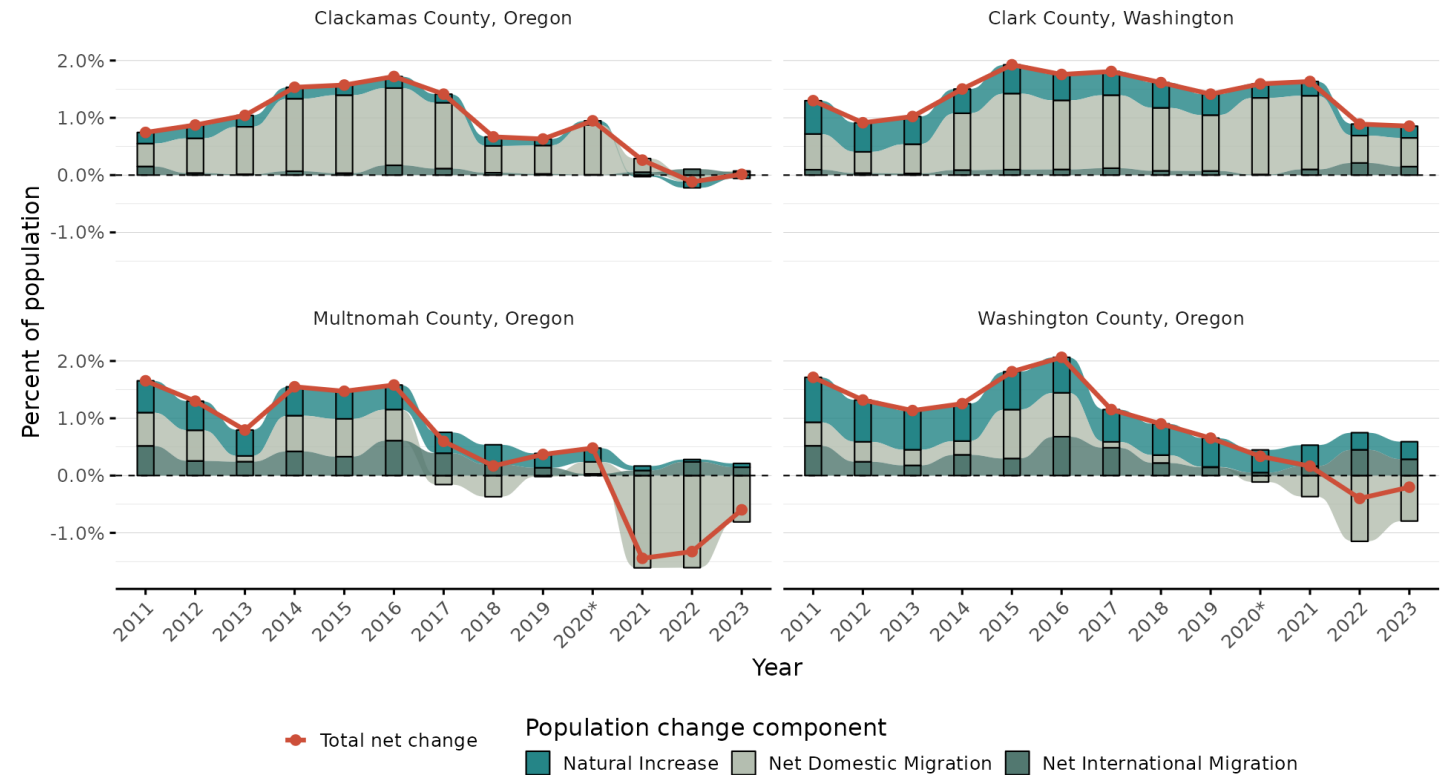
Population Growth, 2000-2023

+39% Vancouver

+53% Clark County

Source: Office of Financial Management
Population Estimates

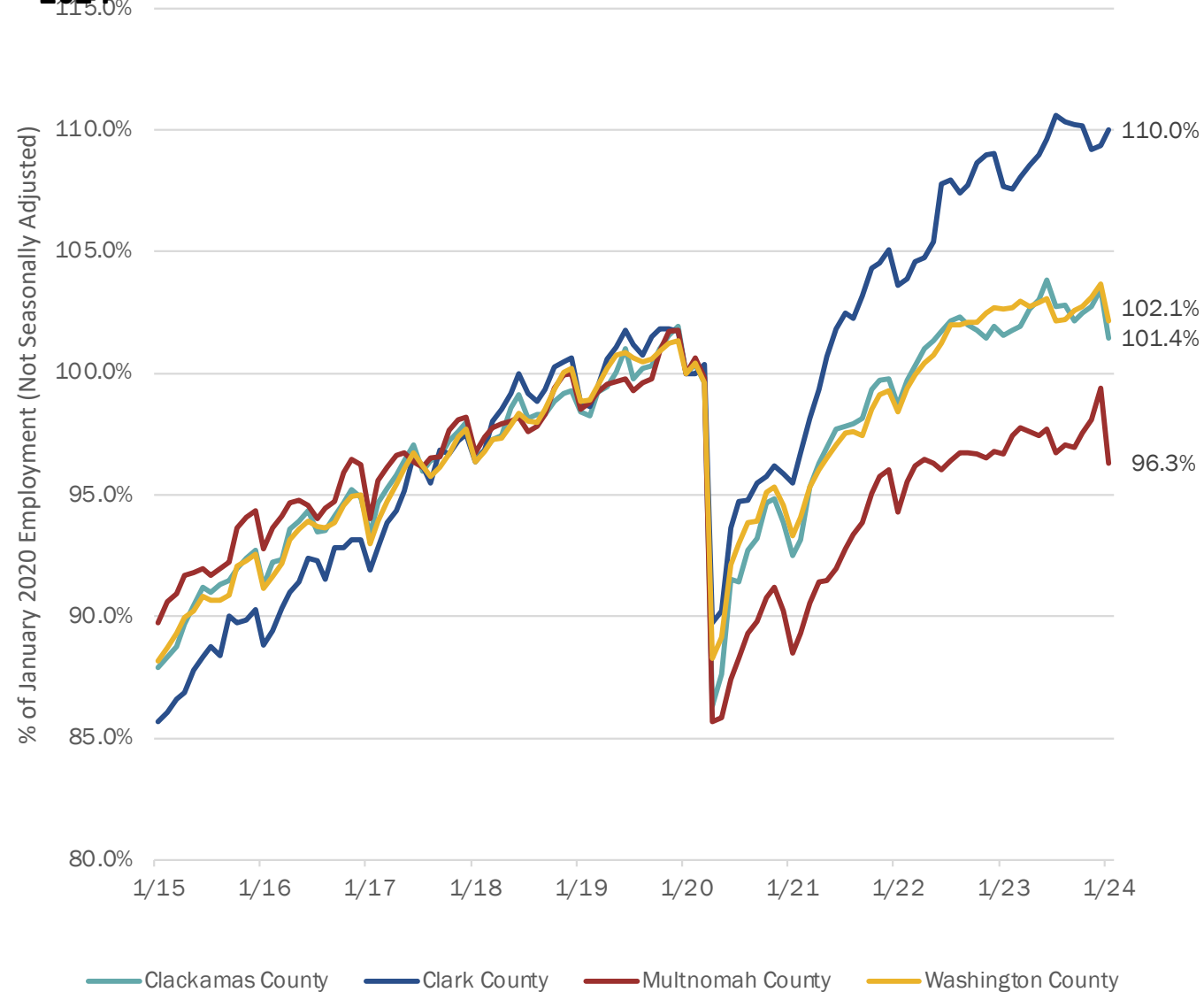
Annual Population Change by County across the Portland Metro Region, 2011-2023



Source: US Census Data

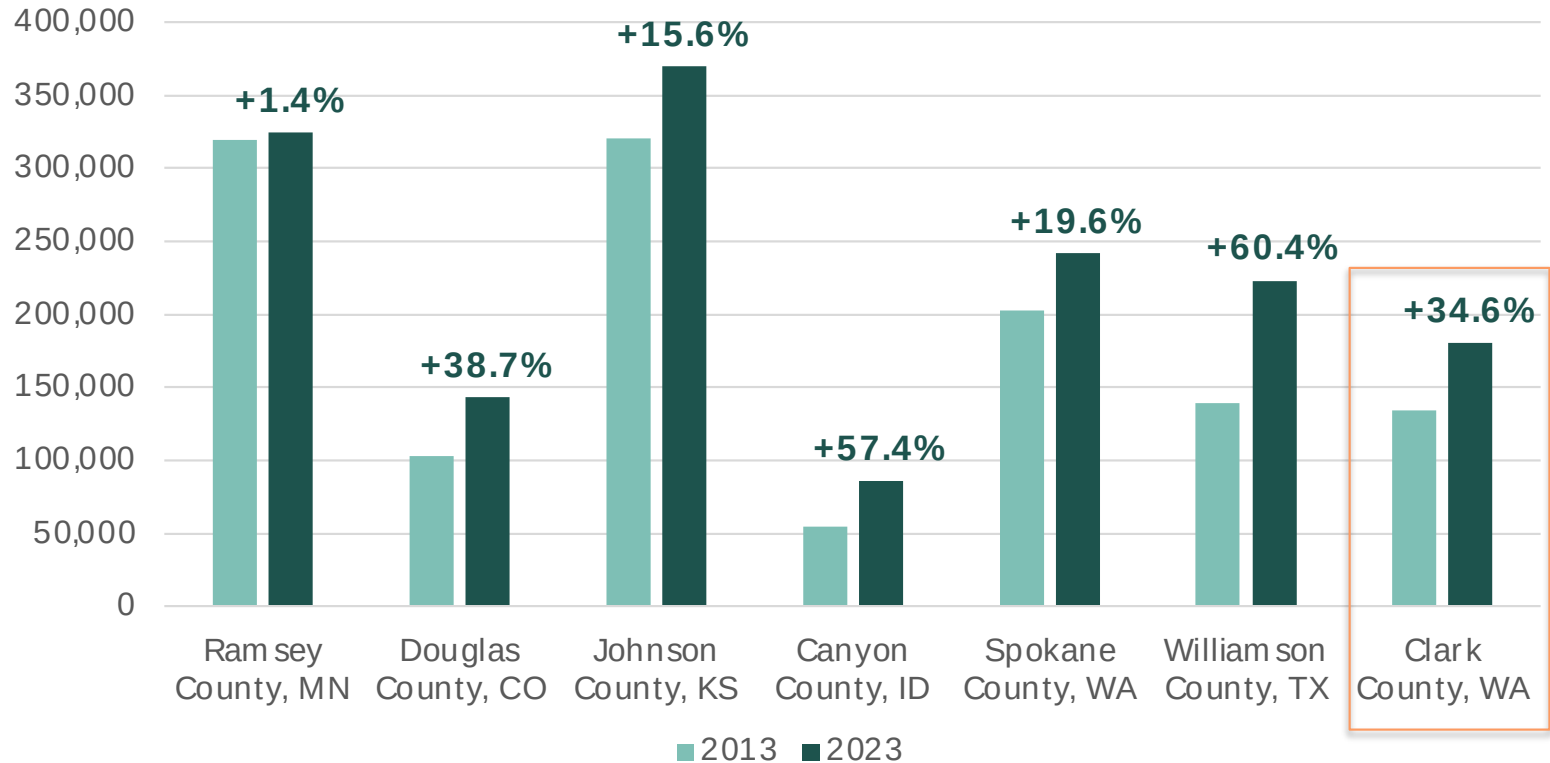
Key Trends: Employment Growth Post Pandemic

Share (%) of Employment Compared to January 2020, January 2015 – January 2024



Clark County has seen growth in overall employment comparable with its peer regions.

Peer Region Analysis, Total Covered Employment, 2013-2023



Source: QCEW

Key Trends: Demographic Changes

In the past ten years, Vancouver has become:

- More racially and ethnically diverse
- More educated
- Older
- Higher-income

Key Demographic Changes, Vancouver, 2012-2022

	2012	2022
% People of Color	28%	35%
Median Age	38.0	39.4
% with Bachelor's (Age 25+)	26%	31%
Median Income	\$59.0k*	\$76.7k

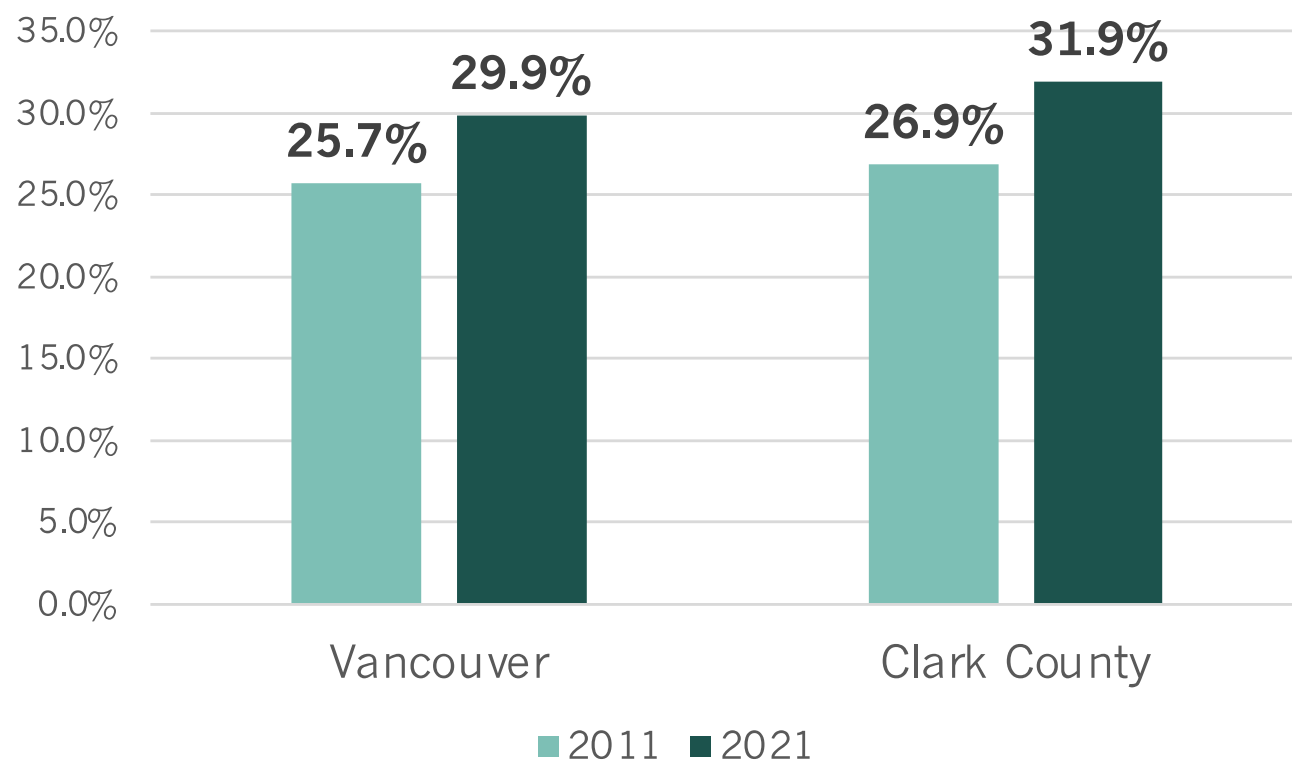
Source: ACS 1-Year Estimates

*Adjusted for inflation

Key Trends: Educational Attainment

Vancouver's population is **growing**, particularly with residents with high levels of **educational attainment**

Share of Adults 25+ With Bachelor's or Higher, Vancouver and Clark County, 2011-2021



Source: ACS 1-Year Estimates

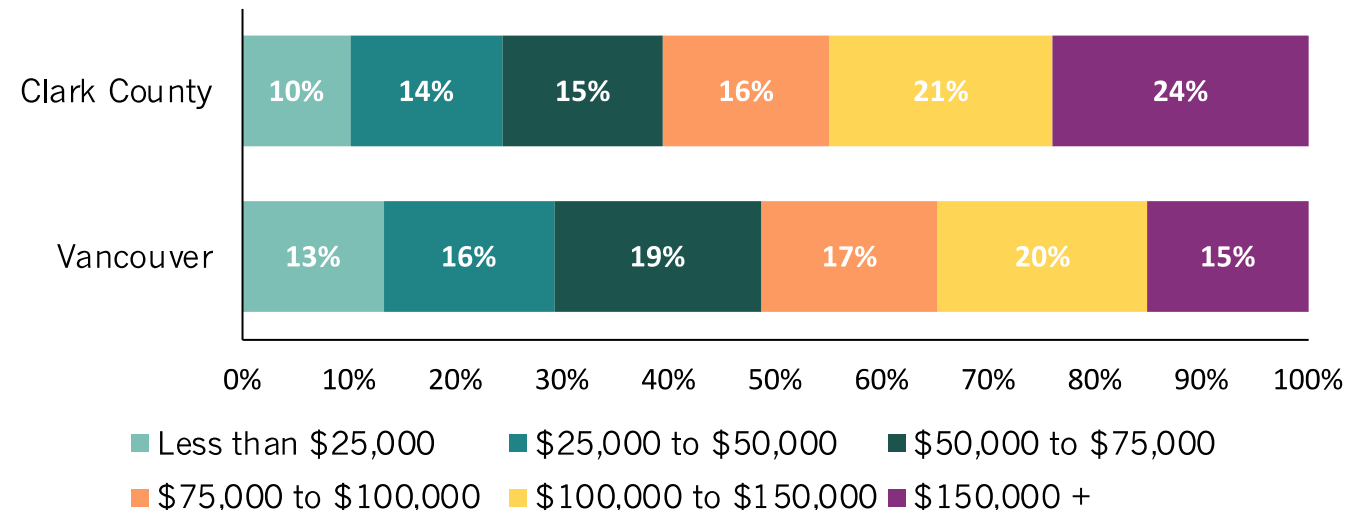
Key Trends: Income Categories

Median household income is rising in Vancouver but remains lower than Clark County, with a smaller share of households high-earning households (\$150k+)

Median Household Income, Vancouver and Clark County, 2012-2022

Vancouver	\$59.0k*	\$76.7k
Clark County	\$71.0k*	\$91.2k

Household Income Categories, Vancouver and Clark County, 2022



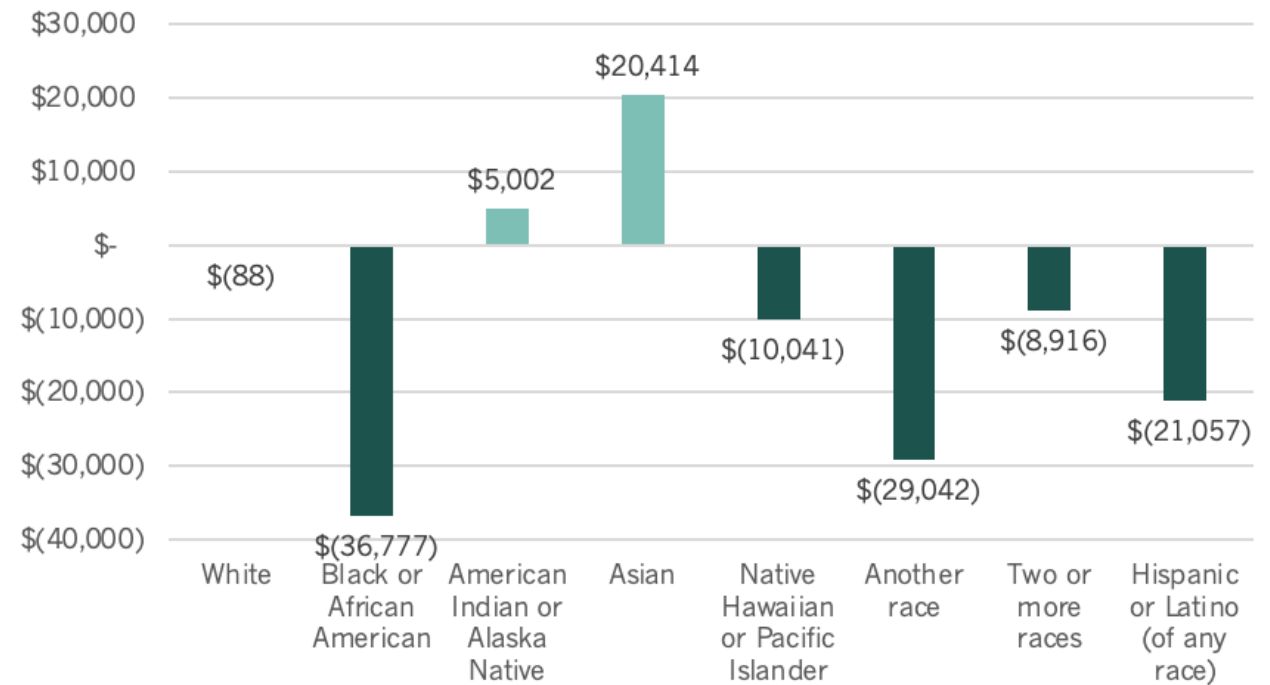
Source: ACS 1-Year Estimates

*Adjusted for inflation to 2022 dollars

Key Trends: Income Inequality

While Clark County is becoming more diverse, it also faces disparities in median income, educational attainment, housing cost burden, and homeownership rates by race and ethnicity.

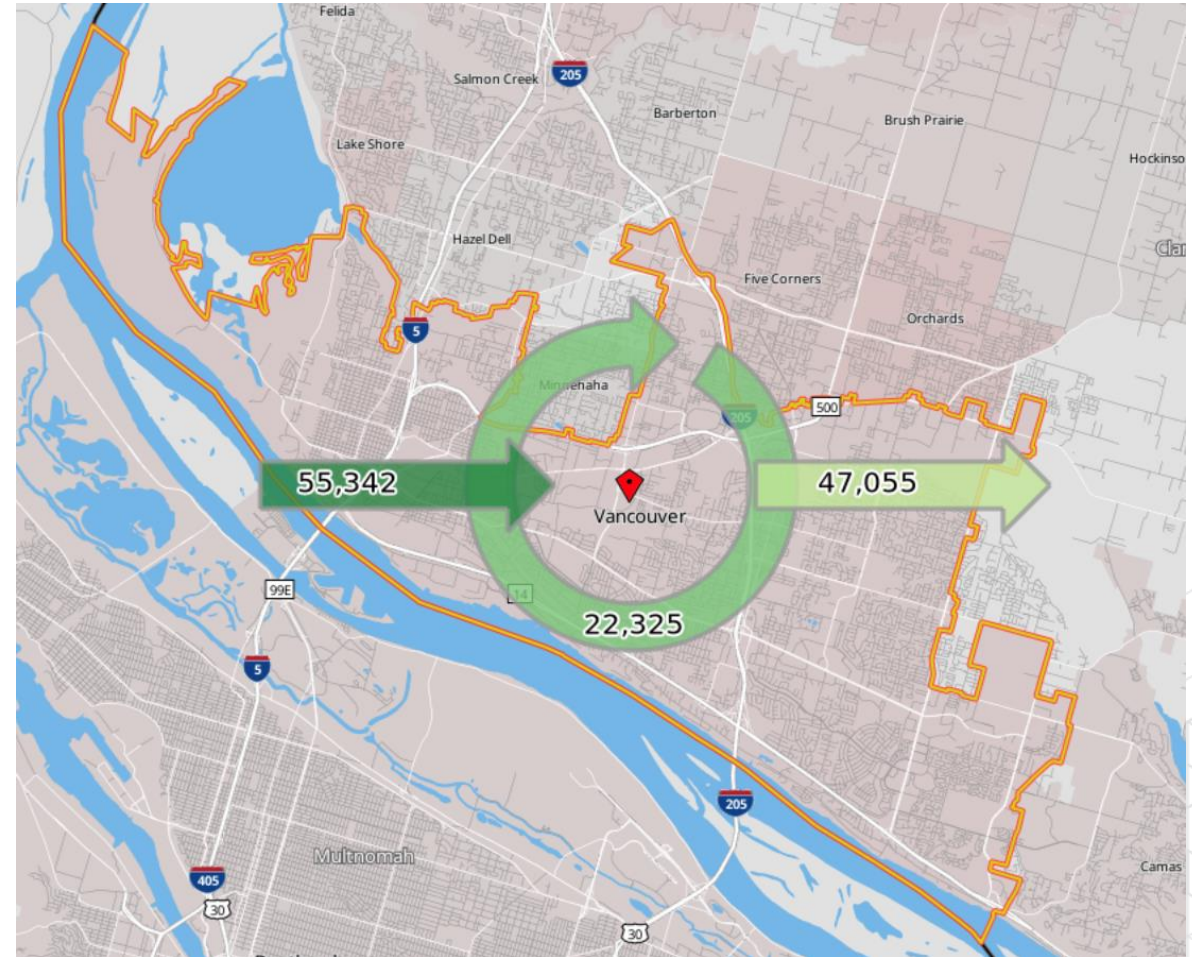
Difference between Median Income by Race and Overall Median in Clark County, 2018-2022



Source: ACS 5-Year Estimates

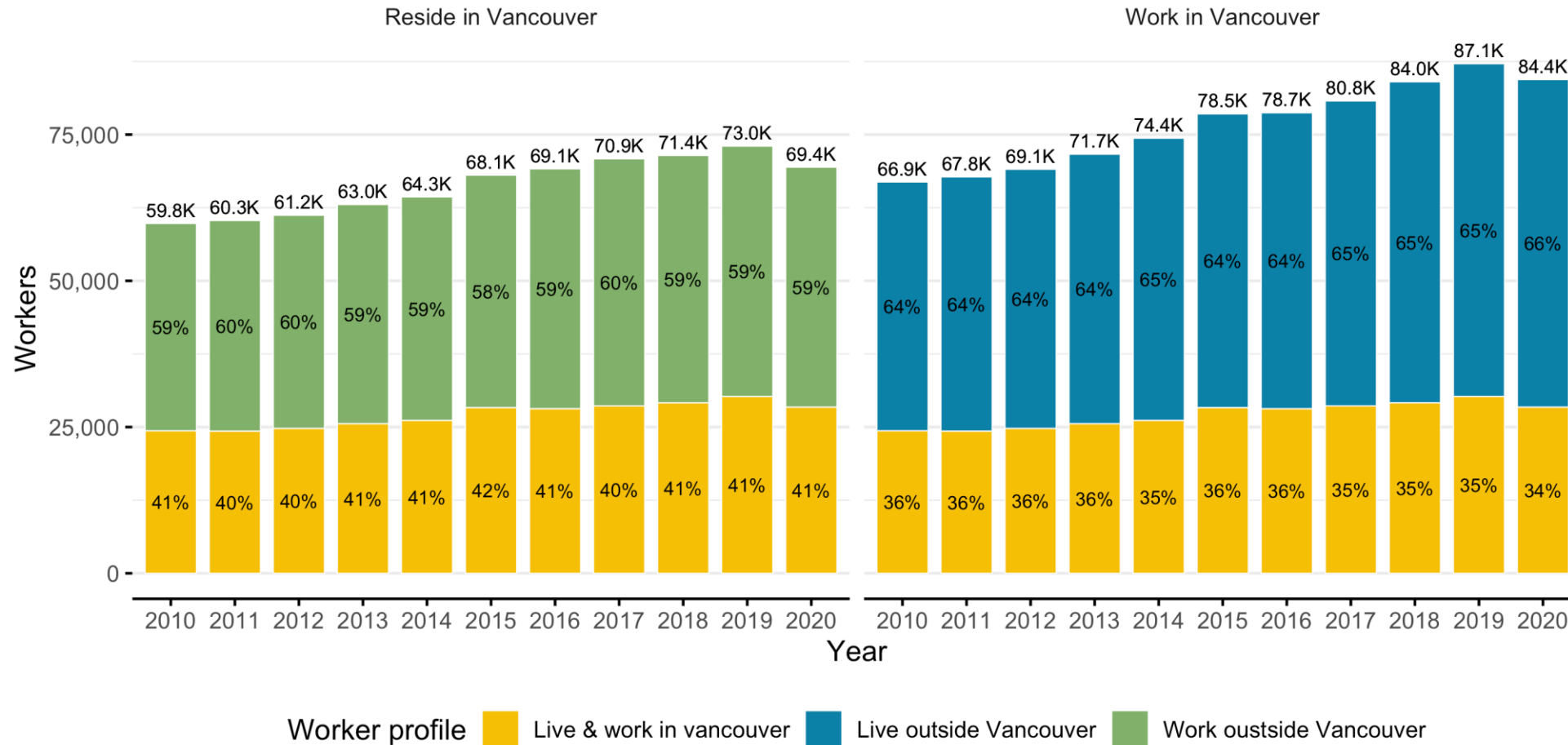
Vancouver is part of an interconnected labor market, with 71% of its labor force commuting in from surrounding communities in Clark and Multnomah Counties.

Commuting Patterns, Vancouver, 2021



Source: Census OntheMap

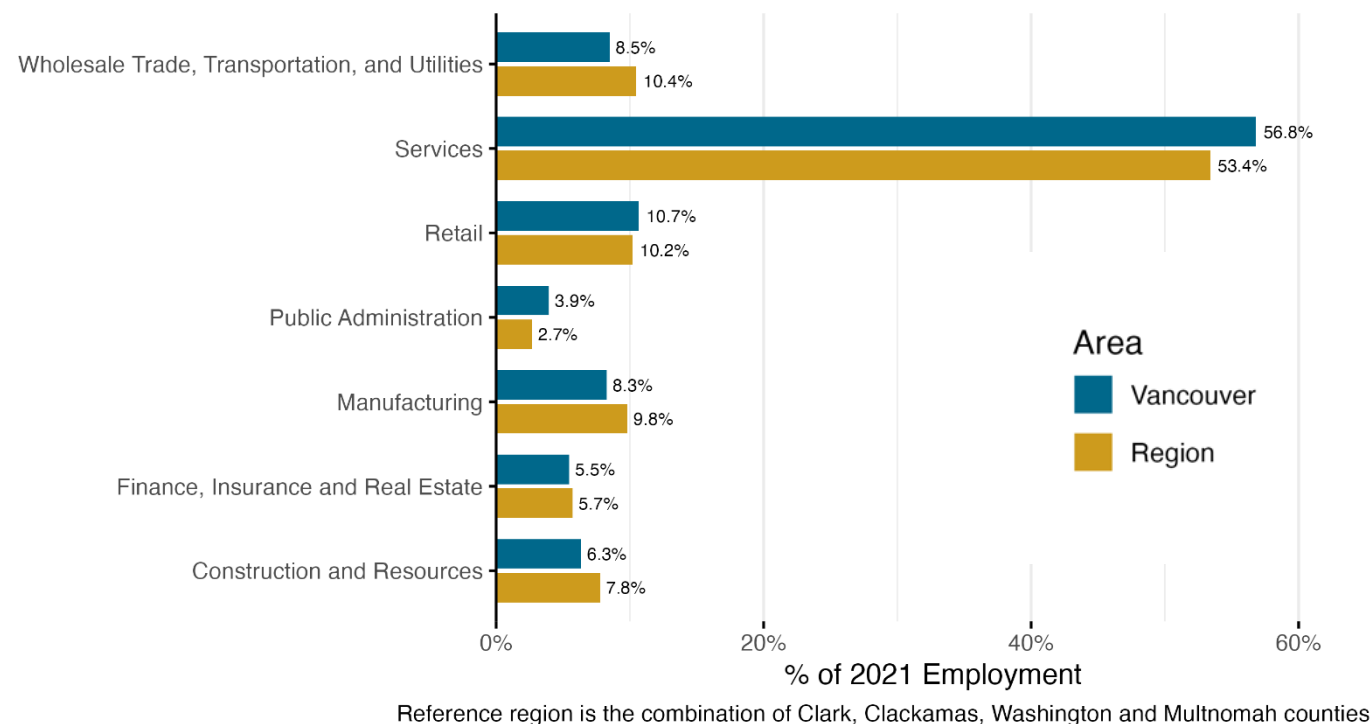
Share of Residents and Workers Living and Working in Vancouver, 2010-2020



Key Trends: Employment and Industries

Vancouver outpaces the Portland region in employment within service sectors, retail, and public administration with a lower share of workers in key traded-sector industries like manufacturing.

Share of Employment by Industry Group, Vancouver and 4-County Metro Region, 2021

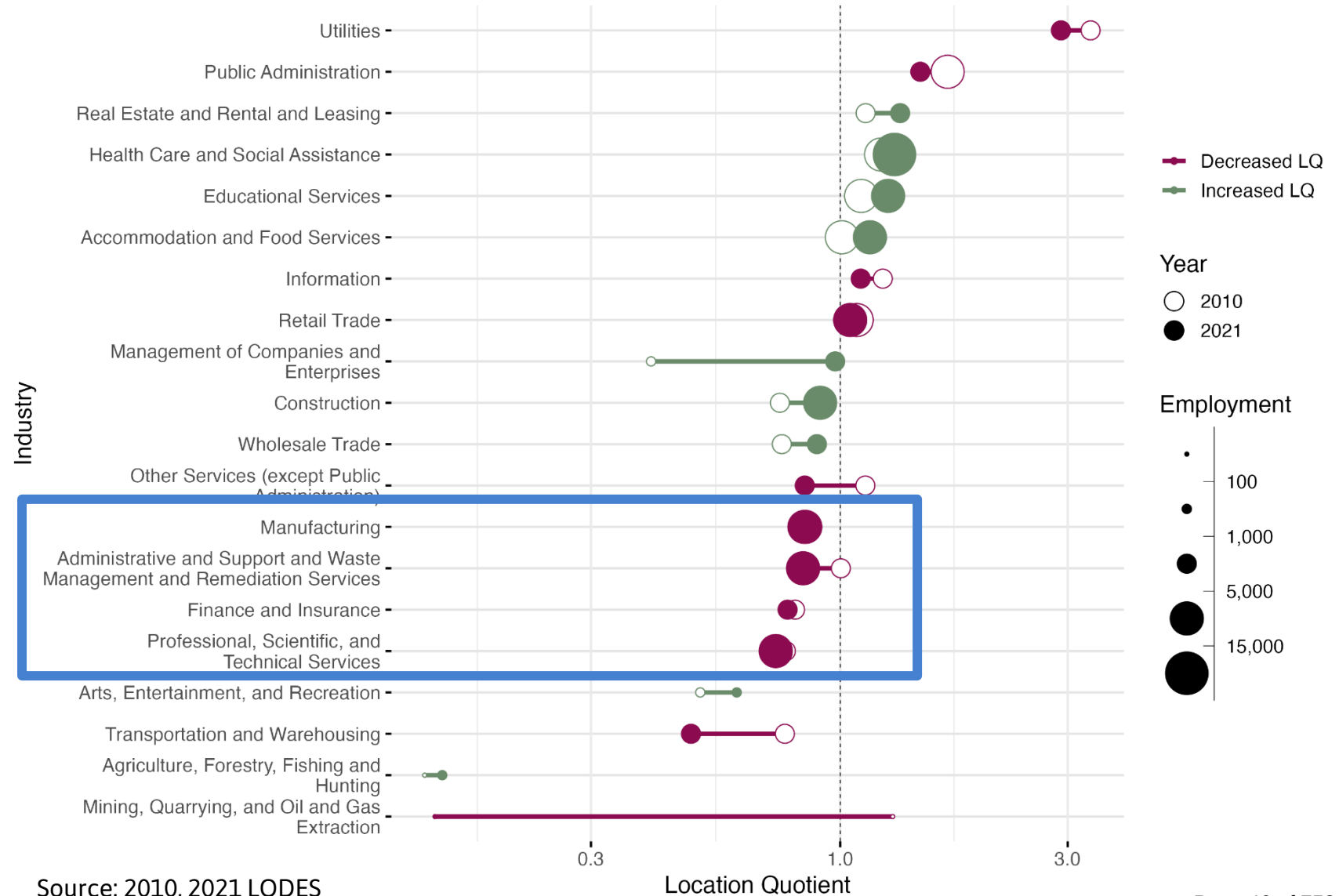


Source: LODS 2021

Key Trends: Employment and Industries

Industries in Vancouver with a high concentration of employment include **utilities, public administration, real estate, health care and social assistance, educational services, accommodation and food services, and information.**

Sector Analysis by Change in Location Quotient, Vancouver, 2010-2021



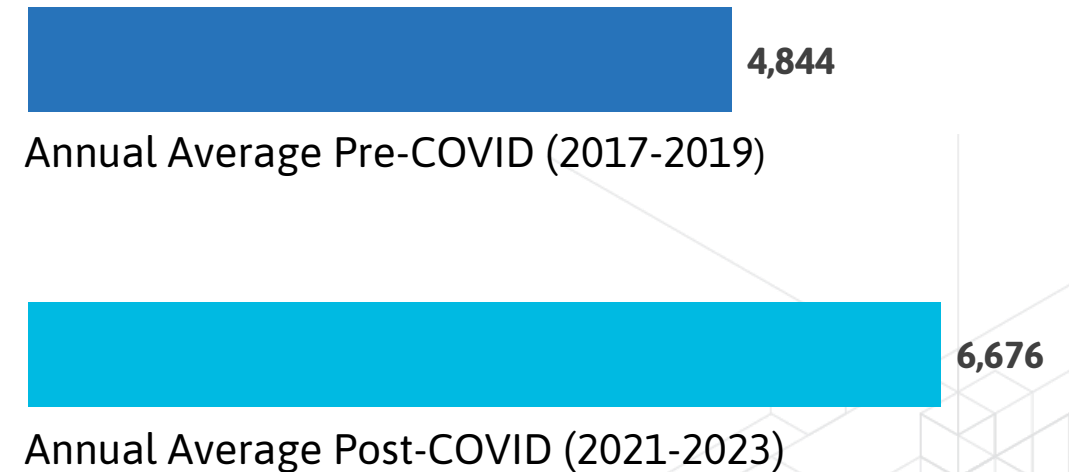
Key Trends: Small Business Growth

- **Microenterprises** (<5) account for 62% of all establishments and 8% of total employment (Clark County)
- **Small Businesses** (<50) account for 96% of all establishments and 42% of total employment (Clark County)

Figures likely higher in Vancouver

WA Employment Security Data

38% Increase in Clark County New Business Starts: Entrepreneurship Boom

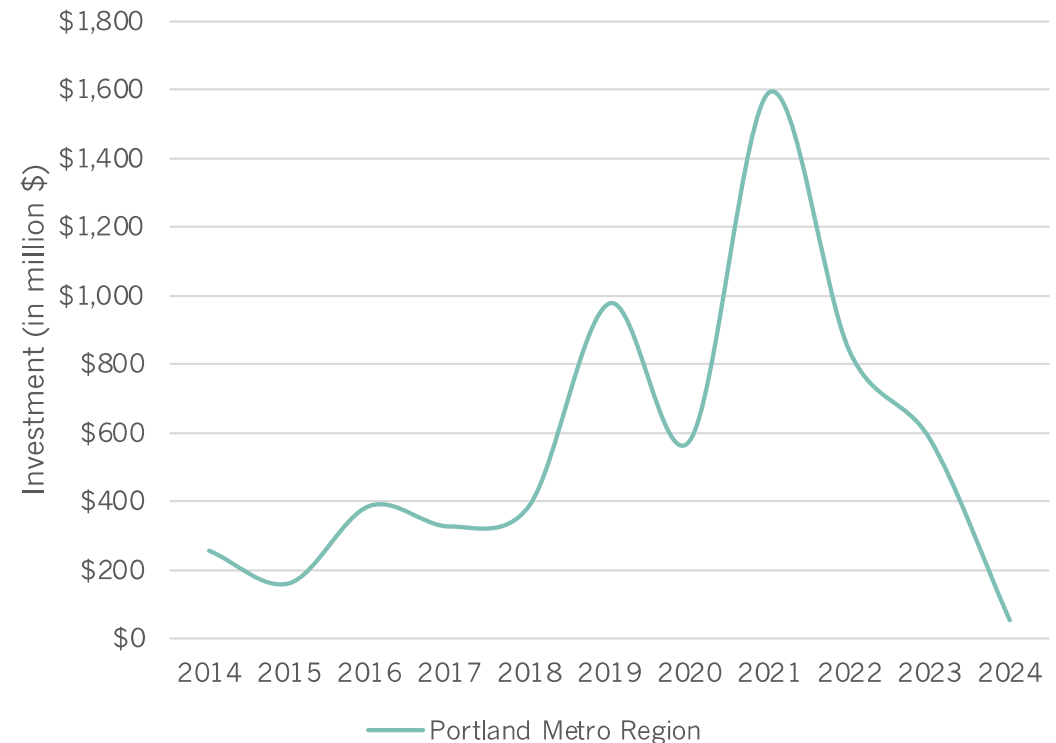
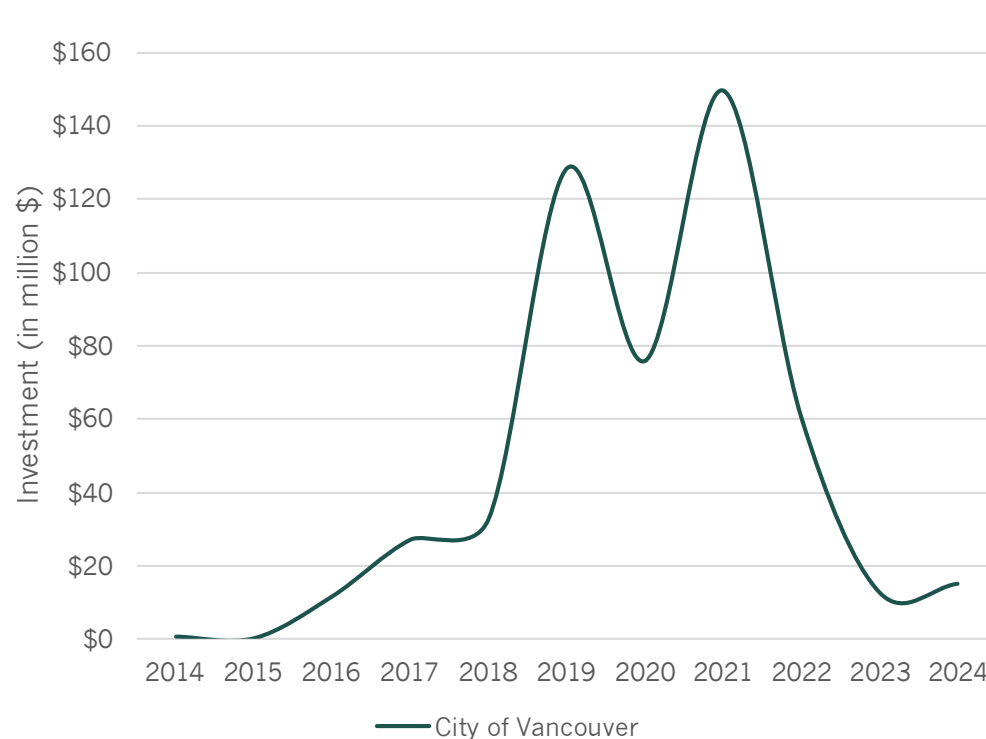


U.S. Census

City of Vancouver: Entrepreneurship

Over the last ten years, venture capital deals have raised **over \$513 million** for startups and businesses based in Vancouver, with the largest spikes during 2019 and 2021. This is similar to increases in the Portland Metro region in the last decade and accounts for **8.3%** of these investment dollars in the region.

Total Venture Capital Investments, Vancouver and Portland Metro, 2014-2024 YTD



Small Group Discussion & Interview Themes

Three small group discussions were convened to gather insights into Vancouver's economic development direction and strategic priorities:

1. Medium to large traded sector businesses (7 participants)
2. Entrepreneurs and startups (8 participants)
3. Local serving small businesses (9 participants)

Seven one-on-one interviews with City Councilmembers and Senior Staff
(note: due to scheduling challenges, several more are forthcoming)



Engagement: Small Group Discussion Themes

Discussion Questions	Response Themes
What is the city's value proposition? What unique and sustainable value does Vancouver offer to your business and businesses like yours?	- Outdoor amenities and activities - Walkable, mixed-use neighborhoods; livability - Favorable business climate - Community pride and collaborative spirit - Affordability relative to region
What are Vancouver's "hard truths"? what challenges should this strategy tackle?	- Lack of affordable housing & childcare - Lack of affordable commercial space - Houselessness, cleanliness and safety concerns, particularly downtown - Lack of "infrastructure" to support entrepreneurship and industry innovation - Challenge retaining recent graduates
How will we know if this strategy will be successful?	- Unique economic identify - Retention of younger talent - Job creation in target industry clusters (traded sector; higher-wage) - Enhanced small business & entrepreneurship support - Growth of local small businesses into anchor employers - Improved housing availability and affordability - Reduction in dilapidated and vacant buildings - More community events to better activate neighborhoods - Diverse communities and voices at implementation table

Engagement: Interview Themes

Discussion Questions	Response Themes
What is missing in Vancouver? What kind of policies, amenities, assets, or programs does it need more of?	- Better tell our story; clear and well communicated value proposition - Retaining major employers and growing small businesses - Enhanced local capacity to support communities & neighborhoods outside of downtown - Improved public safety - More housing options
What are some of Vancouver's challenges?	- Budget constraints hinder ability to support community & growing economy - Visible homeless and public safety concerns - Gentrification and displacement of important cultural communities
As Vancouver transitions from a suburban bedroom community to an urban city, what are some growing pains you see businesses and residents experiencing?	- Growing bureaucracy (to support growing community) makes efficiently getting to "yes" more challenging - Cost increases associated with redevelopment and launching/growing businesses - Managing population growth while also keeping Vancouver affordable
Looking ahead ten years, what should be included in Vancouver's vision?	- Attract and retain young people - Ensure affordability (housing and commercial) - A diverse economic growth (industries and businesses) to ensure resiliency - Strong sense of community and transformative investments in placemaking

Survey Findings

The community survey was promoted through the following efforts:

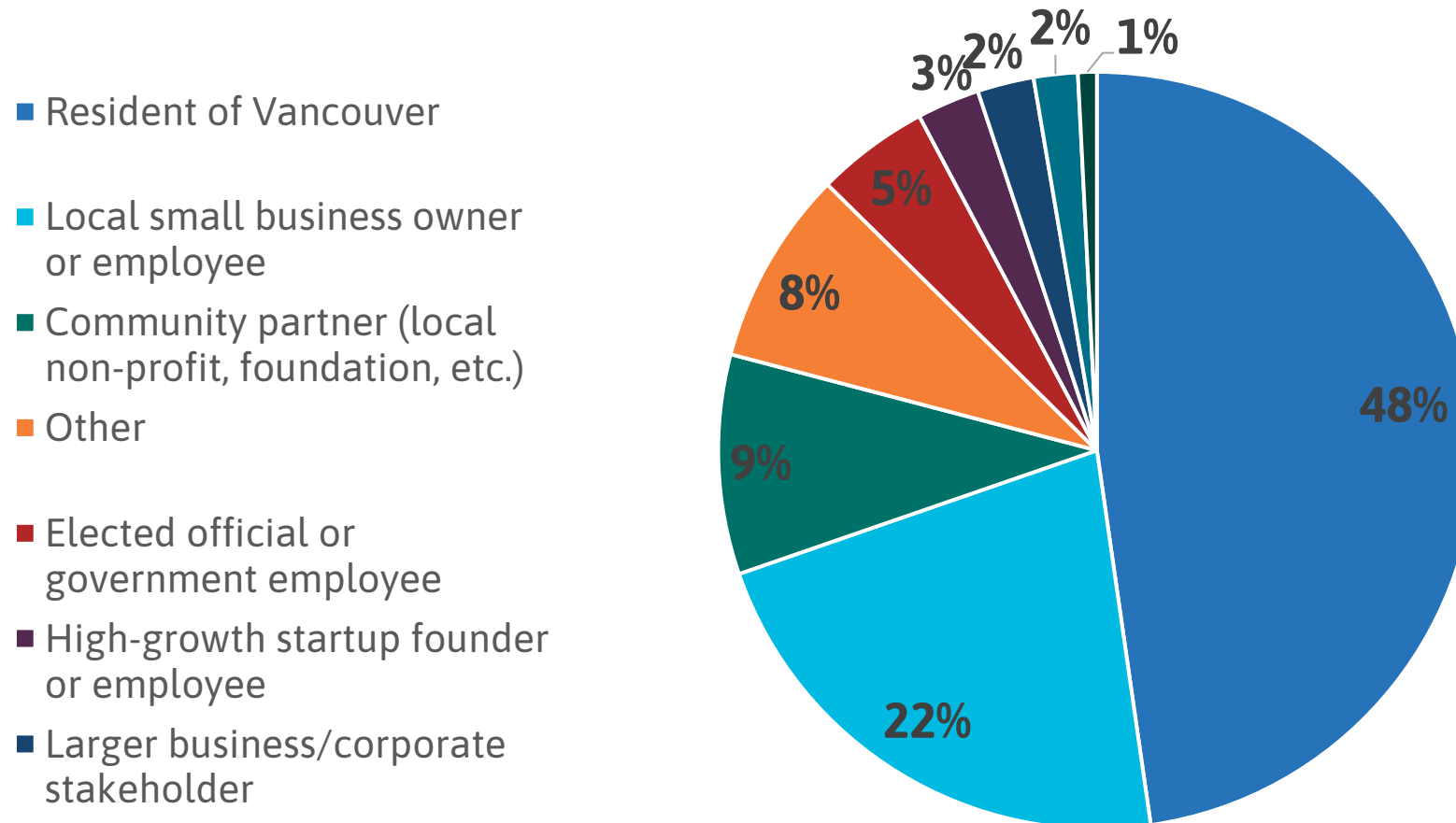
- City Communications: Press release, Newsletter, Social Media
- Partner Communication: Distribution Lists, Newsletters, Social Media
- Three Languages: English, Spanish, and Russian

420 residents, business/industry stakeholders, and community partners completed the survey



Affiliation of Respondents

Which category below best describes your organization or relationship with Vancouver?



Demographics of Respondents

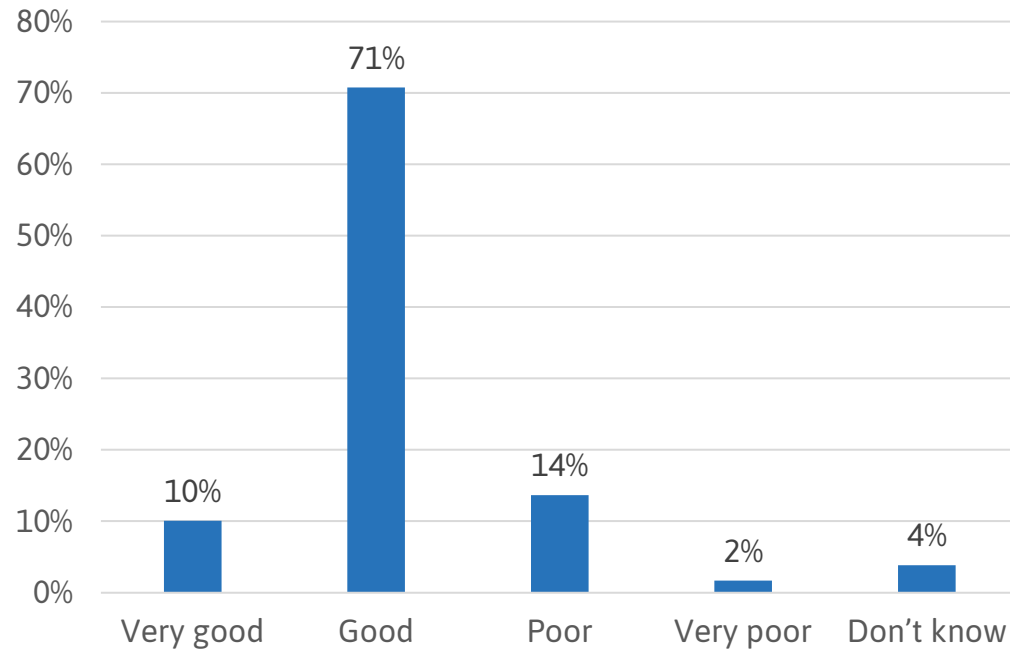
Race/Ethnicity	%
White or European American	71%
Hispanic or Latino/a/e	6%
Asian or Asian American	5%
Mixed Race	4%
Other	3%
American Indian or Alaskan native	2%
Middle Eastern or North African	2%
Black of African American	1%
Native Hawaiian or Pac. Islander	1%
Prefer not to answer	14%

Gender Expression	%
Female	50%
Male	37%
Non-binary	2%
Transgender	1%
Other	1%
Prefer not to answer	10%

Age	%
Under 18	0%
18-24	1%
25-34	11%
35-54	35%
55-64	20%
65 or over	27%
Prefer not to answer	7%

General Economic Perceptions

How would you rate economic conditions in Vancouver today?



- Positive feelings about Vancouver's economy
- BIPOC and business (small & large) stakeholders responded slightly more negatively
- Nearly 70% of respondents are likely or very likely recommend Vancouver as a place to launch or grow a business

Most Important Activities

Please rank how important you think the following economic development activities are for Vancouver:

Activity	Avg
Support for local-serving and “main street” small businesses	4.5
Retention and expansion of existing businesses	4.5
Efficient government permitting for new/expanding businesses	4.3
Recruitment and attraction of new businesses	4.2
Neighborhood placemaking and commercial corridor planning	4.1
Workforce development and training	4.0
Investments in innovation and research & development	3.9
Support for high-growth startups and entrepreneurs	3.6
Development of tourism attractions and experiences	3.5
Employment land (industrial and commercial) site readiness	3.4

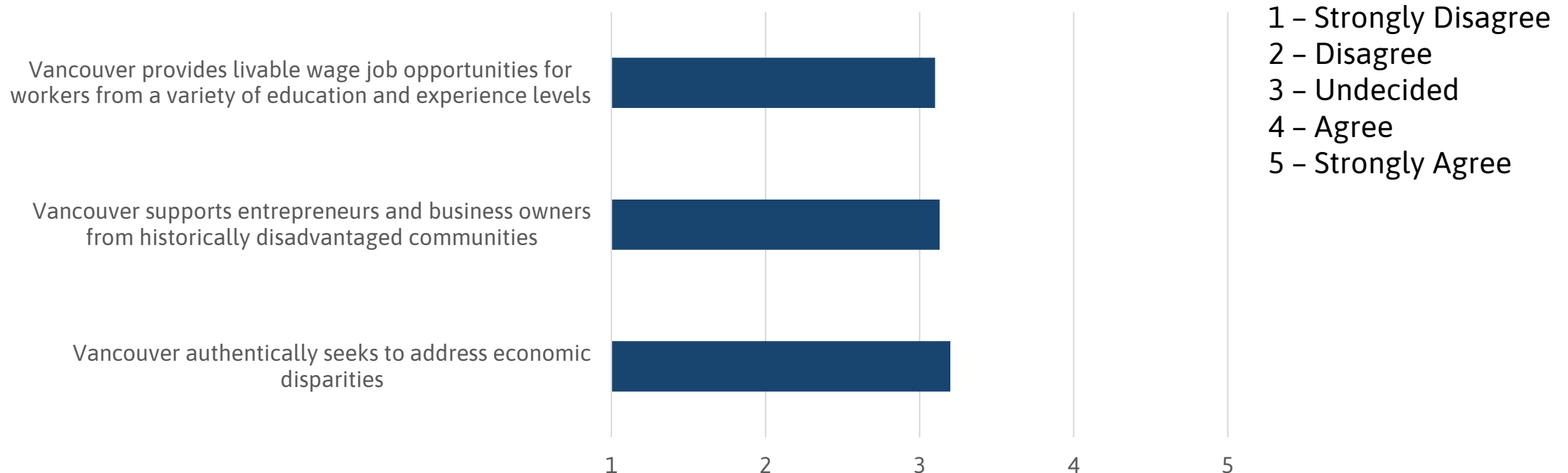
1 – Not Important
2 – Slightly Important
3 – Moderately Important
4 – Important
5 – Very Important

- Small business stakeholders and younger respondents rank “traditional” business development activities (retention, recruitment, expansion) lower compared to older, larger business, or workforce development stakeholders.
- Lower rankings for “R&D” and “high-growth startups” activities suggests innovation not currently seen as a core value proposition for Vancouver.
- Efficient government permitting viewed as more important to BIPOC respondents.
- Older respondents rank workforce development higher than younger respondents.
- Neighborhood placemaking and commercial corridor planning more important for respondents identifying as female.
- Employment land site readiness ranked highest by older, white, and large business respondents.



Addressing Disparities

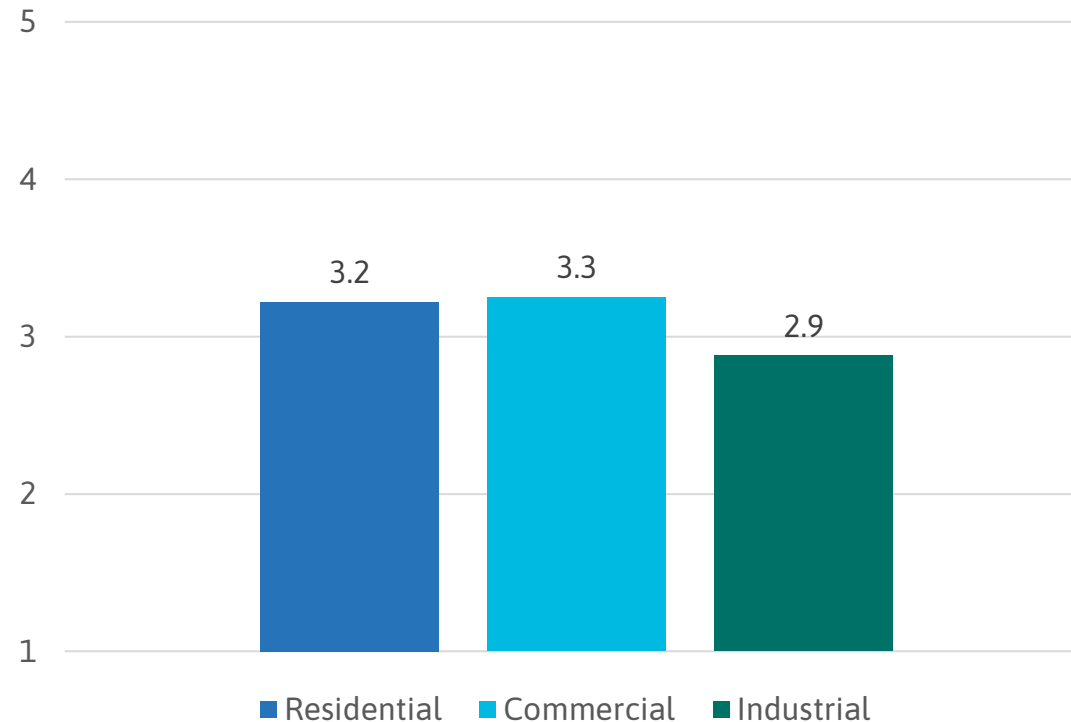
Please select your level of agreement with each statement



- Room for improvement amongst all respondent affiliations and demographics
- Higher level of disagreement from BIPOC respondents and people identifying as female

Feelings Toward Growth

How do you feel about growth in Vancouver?

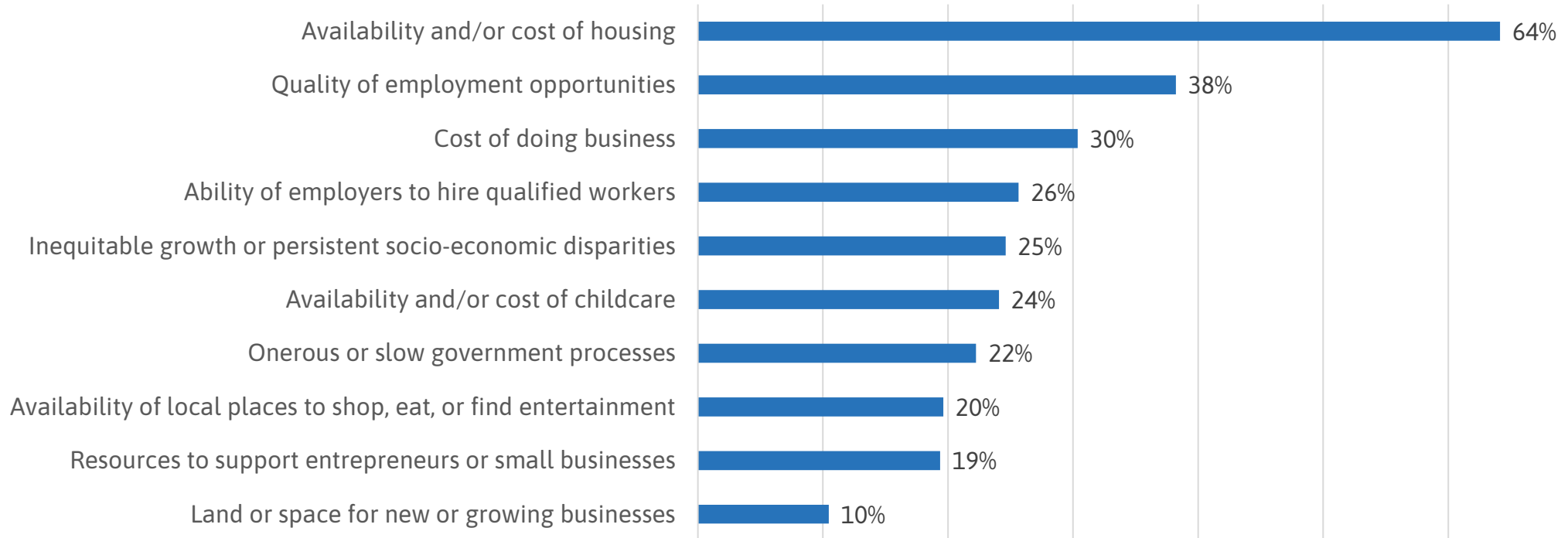


1 – Very Negative
2 – Negative
3 – Neutral
4 – Positive
5 – Very Positive

- Residential and commercial growth skew more positive than industrial growth
- More negative views from residents and local small businesses

Biggest Challenges

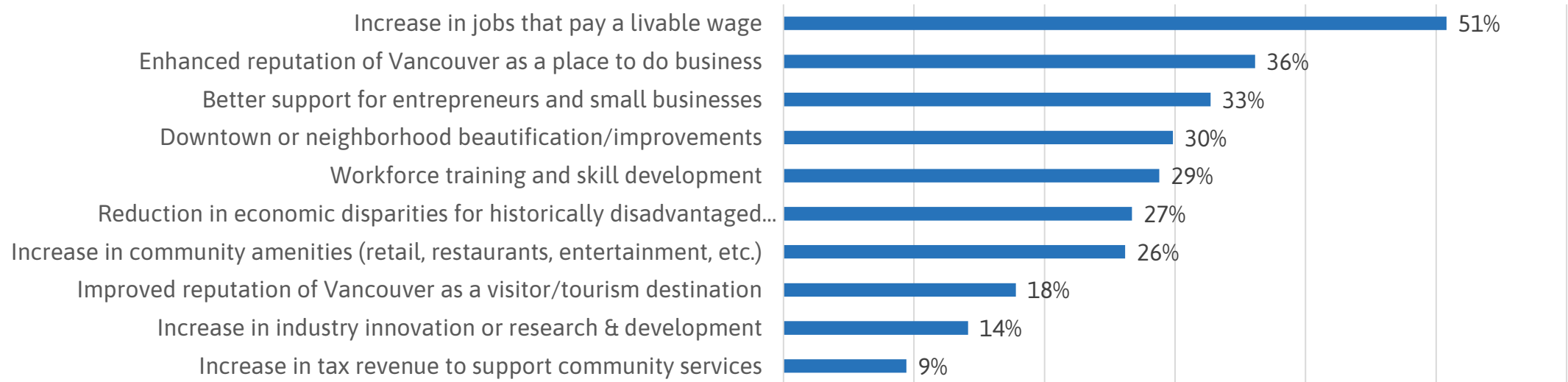
What do you believe are the top three biggest challenges related to ensuring the economic growth and competitiveness of Vancouver?



- Availability of housing is clearly THE major issue
- Cost and affordability of Vancouver a key theme

Desired Outcomes

What are the three most important outcomes you would like to see from the City of Vancouver's economic development efforts going forward?



- Livable wage jobs identified as top desired outcome; tied to increasing concern over affordability of Vancouver
- BIPOC and female respondents favored reduction in economic disparities, workforce training, and better support for entrepreneurs and small businesses.

Qualitative Priorities / Topics

Is there anything else that you feel would be important for the City to consider as it develops Vancouver's new Economic Development Strategy?

- Housing, housing, housing
- Partnerships with community-based organizations are important
- Need for more higher-paying traded sector jobs
- Traffic and congestion; alternative modes (non-SOV) of transportation
- Addressing climate change and environmental sustainability
- More robust “infrastructure” to support small businesses & entrepreneurs
- Homelessness, illegal camping, and community safety a growing concern
- Wages not keeping up with cost of living; gentrification and displacement
- Cost of doing business continues to increase
- Concern about growth and changing community
- Center equity and inclusion; seat at decision-making table



SWOT analysis is a framework for understanding strategic positions and identifying potential for future actions

Strengths and **Weaknesses** identify internal factors while
Opportunities and **Threats** identify external factors for an organization

Internal	STRENGTHS	WEAKNESSES
	OPPORTUNITIES	THREATS

SWOT Summary for Vancouver

STRENGTHS	WEAKNESSES
OPPORTUNITIES	THREATS

STRENGTHS

- Rapid population growth fueled by skilled and educated workers
- Robust network of economic development organizations strengthening local economy
- Rise in management occupations reflects economic expansion
- Favorable business climate attracting new investments
- Strong community bonds enhance livability and workforce retention
- Thriving K-12 and higher education ecosystem prepares future leaders
- Diverse businesses and sectors bolsters economic resilience
- Perception of economic conditions is positive

SWOT Summary for Vancouver

STRENGTHS	WEAKNESSES
OPPORTUNITIES	THREATS

WEAKNESSES

- Aging population presents long-term economic challenges
- City struggles with racial and ethnic disparities in income, education, and housing
- Limited commercialization and research opportunities hinder innovation
- Shortage of affordable, reliable childcare impacts workforce stability
- Downtown vacancies and visible homelessness hinder urban vitality
- Business retention and expansion activity is stagnant
- Rising costs highlight need for more affordable housing and commercial space
- Employment concentration is in local sector jobs and not higher-wage traded sector industries

SWOT Summary for Vancouver

STRENGTHS	WEAKNESSES
OPPORTUNITIES	THREATS

OPPORTUNITIES

- Additional job opportunities can lessen 47,000 people commuting outside of Vancouver
- Half of the county's jobs are expected to locate in Vancouver by 2045
- Walkable 15-minute neighborhoods can enhance urban living
- A growing small business and entrepreneurship community
- City attracts large developers with additional growth potential
- Placemaking investments key to business success and talent recruitment
- Interstate Bridge Replacement (IBR) will offer increased accessibility, amenities, and job opportunities

SWOT Summary for Vancouver

STRENGTHS

WEAKNESSES

OPPORTUNITIES

THREATS

THREATS

- Young graduates exiting the community after graduation
- Startup investment funds, accelerators, and incubators are concentrated outside of Vancouver
- Business displacement in economically disadvantaged areas
- Bureaucratic growth of City Government hampers business approvals and transactions
- Large business and employers rate the economic conditions of Vancouver to be unfavorable compared to other stakeholders
- Lukewarm feelings by residents and stakeholders toward future residential, commercial, and industrial growth
- Decisions made in the Puget Sound often at the expense of Vancouver

Thank You



Memorandum

To: City of Vancouver

From: Tyler Bump, Mike Wilkerson, Kaitlin La Bonte, Mary Chase, Jennifer Cannon;
ECONorthwest

CC: Nicole McDermott, Brian Carrico; WSP

Subject: Economic Conditions and Opportunities Analysis, City of Vancouver Comprehensive Plan Update

Date: June 21, 2024

Section 1. Introduction, Background, and Summary of Findings

Introduction

The City of Vancouver is embarking on an update to its Comprehensive Growth Management Plan and implementing regulations to establish an updated vision, policies, and implementation measures for the next 20 years. The updated plan and process are called Our Vancouver. The updated plan must be responsive to changing community dynamics, the strategic vision established by the City Council and include focused goals to address social inequities and climate change. The City will need to update their plan as a part of the periodic update process currently due in 2025.

The Comprehensive Growth Management Plan is a foundational document that provides the overall vision and policy direction for managing growth and development while considering effects on the built and natural environment and on public facilities. This will build from the City's Vision and Strategic Plan and is informed by other policy and plan documents. The current Growth Management Plan was originally adopted in 1994 in response to the enactment of the Washington State (State) Growth Management Act (GMA). In 2004, a comprehensive update to the plan was completed and a minor update was done in 2011, as required by the GMA. The city has changed significantly in the 18 years since 2004, particularly since the last update in 2011. The city is a dynamic and growing community that requires a plan that reflects its diversity, honors the past and provides a clear direction for the future.

As part of the City’s consulting team led by WSP, ECONorthwest provided this Economic Conditions and Opportunities Analysis using the best available information from public and private data sources to assess the city and region’s economic trajectory. This memorandum includes the findings from analyzing economic conditions and competitiveness, including measures of employment, growth and productivity, business creation and retention, entrepreneurship, investment flows, access to capital, distribution of wealth and income, and racial and geographic inclusion. Our analysis centers racial equity and geographic inclusion by focusing attention on data sources that we can disaggregate¹ and by integrating analysis helpful for promoting equitable outcomes. Key information from this memorandum will be incorporated into the Economic Opportunity Element to provide context and inform the direction the City’s economic development should take over the next 20 years, from 2025 to 2045.

Executive Summary

Vancouver’s economy is undergoing a transformative shift. The city is attracting and increasing the number of professional and creative class amenities² and, as these sectors grow, the City is becoming less dependent on traditional manufacturing industries to drive economic growth. Vancouver has experienced rapid population growth over the past two decades, attracting educated, higher-income workers and employment opportunities in targeted sectors like healthcare, technology, and manufacturing. A combination of factors including the City’s lack of income tax, recent investments in public infrastructure, and relatively lower cost of housing compared with Clark County and the City of Portland. These cost advantages have made Vancouver a desirable place for many in the region to live, resulting in in-migration to the City of Vancouver. In particular, white-collar workers gaining greater locational flexibility due to remote work during the COVID-19 pandemic may have shifted or accelerated migration patterns and housing preferences permanently. Overall,

¹ Data that can be disaggregated by specific characteristics (like race and ethnicity) helps to reveal disparities between groups that may be obscured in aggregated data. Understanding how factors like income or homeownership vary across groups informs how to target interventions to address inequities and promote equitable outcomes over time.

² Creative class professions can be defined as people in science and engineering, architecture and design, education, arts, music, and entertainment whose economic function is to create new ideas, new technology, and new creative content, as well as professionals in business and finance, law, health care, and related fields.

outmigration of workers from Portland has contributed to Clark County's rapid growth, as well as more families and peak earning workers leaving Oregon in recent years.³

With rising demand for housing, Vancouver has seen increasing housing costs, rising displacement pressures, and economic disparities among communities. In particular, some people of color in Vancouver face higher levels of cost burdening, lower median incomes, lower rates of homeownership, and lower rates of educational attainment. In 2021, the median incomes of multiracial households, Black or African American households, Hispanic or Latino households, or households identifying as another race not listed were below the median income in Vancouver; in addition, a smaller share of residents over the age of 25 who were Black or African American, Hispanic or Latino, or another race alone had bachelor's degrees. Housing cost burden was also most prevalent for Black or African American and Hispanic or Latino households, indicating additional economic burdens. In recent years, commercial developers have gravitated to the city's larger buildable parcels, creating questions for how Vancouver should most strategically use its remaining buildable lands. As the city continues to grow, intentionally managing these changes will be critical to avoid negative impacts (like inefficient land use resulting in future land constraints), produce equitable outcomes, and ensure that Vancouver's land and resources are used efficiently.

As Vancouver updates its Comprehensive Plan, the findings point to several policy priorities:

- The City should pursue strategies to support equitable economic opportunities for all residents, especially those vulnerable to displacement.
- The City should consider inclusive economic development strategies that prioritize both the growth of the creative class and the retention of industries that provide employment opportunities for those without advanced degrees or specialized skills, such as traditional manufacturing jobs, construction related jobs, or labor in skilled trades.
- Supporting economic mobility is also critical, including workforce development initiatives and small business assistance programs targeted at disadvantaged groups.

³ Josh Lehner, "2022 Migration: Who Left?," Oregon Office of Economic Analysis, September 14, 2023, <https://oregoneconomicanalysis.com/2023/09/14/2022-migration-who-left/>.

- Balancing economic development to meet the needs of a diverse workforce can contribute to a more equitable and sustainable local economy.
- Coordinated housing and economic development strategies should also be implemented to ensure there is an adequate housing supply for a growing workforce, avoid displacement of existing residents, seek place-based strategies in key areas, and catalyze mixed-use development through partnerships.

Planning Context

Growth Management Act Requirements

Comprehensive planning in Washington is guided by the Growth Management Act (GMA), a series of statutes first adopted in 1990 which requires cities and towns within eighteen of the state's most populous counties to fully plan for future growth (RCW 36.70A). Given Clark County and Vancouver's population size, both jurisdictions must address all of the mandatory comprehensive plan elements, including land use, housing, capital facilities, utilities, and transportation.⁴ Economic development (as well as parks and recreation) are included as mandatory elements (RCW 36.70A.070(7-8)), but since no state funds have been allocated to assist jurisdictions in creating these plans, they are currently optional.

Economic Development Planning in Washington

The City of Vancouver has elected to include an economic development element as part of the current comprehensive plan update process, building on its current plan which was last updated in 2011 and following the GMA Goal 5 to:

"Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the

⁴ Since Vancouver also meets the criteria of annual maritime port revenues exceeding \$60 million, it must also include a ports element.

capacities of the state's natural resources, public services, and public facilities⁵.
(RCW.36.70A.070(7))

In Washington, state provisions set limits on what actions cities and counties can take to support economic development, which often guides the strategies, goals, objectives, and policies that jurisdictions establish in economic development comprehensive plan elements. Article 8, Section 7 of the state constitution specifies that “No county, city, town or other municipal corporation shall hereafter give any money, property, or loan its money, or credit to or in aid of any individual, association, company or corporation, except for the necessary support of the poor and infirm.”⁶ Given this limitation, cities generally cannot directly use public funds to attract private development, but can implement incentives and programs to promote the economic welfare of residents and create new opportunities. Many cities target policies that facilitate economic growth through land use, infrastructure, tourism, marketing, and partnerships with nonprofit community-based organizations.

Regional Economic Development Planning

Cities in Washington also coordinate with county-level Associate Development Organizations (ADOs) that represent each of Washington’s counties, funded in part by the state Department of Commerce. The Columbia River Economic Development Council (CREDC) represents Clark County and presents a baseline of goals and objectives for the region. Their current 2018–2023 Comprehensive Economic Development Plan outlines goals and actions based on a vision and set of values and guiding principles identified through extensive engagement with local partners.

⁵ In 2023, E2SHB 1181 updated the language of Comprehensive Plan goals (including economic development) to reflect climate change and resiliency goals.

⁶ RCW 35.21.703 does allow cities to contract with nonprofit corporations to advance economic development.

Exhibit 1. Goals and Objectives from 2018-2023 CREDC Comprehensive Economic Development Plan

Source: CREDC

1. Expand the Existing Base	2. Support People	3. Create Place
• Become Industry Experts • Strategically Market Industry Clusters (Computers and Electronics, Software, Clean Tech, Metals and Machinery and Life Sciences), • Build a Startup Ecosystem	• Foster Skills Development • Prepare Youth for Economic Opportunity • Launch a Brain Gain Initiative • Promote an Ethical and Socially Just Society through an Intentional Commitment to Inclusion, Equity, and Diversity	• Each Community Creates a Placemaking Strategy • Embrace Economic Opportunity in our Urban Center • CREDC Tells the Story of Place • Make Employment Areas Desired by Industry Clusters Shovel Ready • Determine all Transportation Needs on a Regional Level Specifically to Support Economic Development

CREDC is now in the process of updating its 2018–2023 priorities and identifying new strategic actions to respond to Clark County’s quickly changing demographic and economic profile, with a new plan anticipated to provide further guidance in 2024.

Implications for Growth Management

While economic development elements are currently optional under the GMA, aspects of the required land use and housing elements are linked with economic development and current conditions within jurisdictions. Cities fully planning for adequate land capacity to meet the needs of the community must understand their current employment base, development trends, workforce housing availability, income segments of the population, and future projections.

State statute requires that land use elements must “[designate] the proposed general distribution and general location and extent of the uses of land, where appropriate, for agriculture, timber production, housing, commerce, industry, recreation, open spaces and green spaces, urban and community forests within the urban growth area.” (36.70A.070(1)) This includes population densities, building intensities, and estimates of future population growth. RCW 36.70A.070(2)(d) requires that a housing element “Makes adequate provisions

for existing and projected needs of all economic segments of the community, including...consideration of housing locations in relation to employment location.”

To fully plan for growth and meet community needs in compliance with state provisions, cities like Vancouver, with sizable workforces, must understand the dynamics of the local and regional economy, consider where employment is concentrated and how residents and workers access employment opportunities, what industries are growing or declining, and whether there is sufficient space to fulfill anticipated employment land needs alongside other uses.

Buildable Land Capacity and Employment Capacity

In 1997, Washington’s Review and Evaluation Program, also known as the “Buildable Lands Program,” was added to the GMA (RCW 36.70A.215). It requires some counties and cities within them to establish their own buildable lands programs (including Clark County and the City of Vancouver) and produce a report every eight years. In 2017, the Washington legislature passed E2SSB 5254 which amended the buildable lands statute and required counties to “determine whether [its] cities are achieving urban densities within urban growth areas by comparing growth and development assumptions, targets, and objectives contained in the countywide planning policies and the county and city comprehensive plans with actual growth and development that has occurred” (RCW 36.70A.215).

RCW 36.70A.215 extends to providing sufficient land for employment by identifying the “amount of land developed for commercial and industrial uses within the urban growth area since the adoption of a comprehensive plan... [and] the amount of land needed for commercial, industrial, and housing for the remaining portion of the twenty-year planning period.”⁷ There are several recent and interim County documents that have implications for managing growth in the City of Vancouver covered in this section.

⁷ The state’s methodology used to evaluate employment land does not differentiate land by any market criteria such as size, infrastructure presence, cost, ownership, or availability.

Clark County Comprehensive Plan (2016)

Clark County in its last Comprehensive Plan update in 2016 adopted two planning assumptions (Resolution 2016-03-01), anticipating 100,200 new jobs and a jobs-to-housing ratio of 1:1. The County's 2015-2035 Comprehensive Plan projected that based on the VBLM (vacant buildable lands model) this would include:

- 75,847 new jobs from vacant buildable lands;
- 16,775 jobs accommodated through redevelopment; and
- 7,400 public sector jobs on publicly owned parcels not included in the VBLM.

The County is currently in the process of updating its Comprehensive Plan, which is required to be completed by December 31, 2025.

Clark County Buildable Lands Report (2022)

Pursuant to RCW 36.70A.215, in advance of its 2025 Comprehensive Plan update, Clark County produced a Buildable Lands Report in 2022 estimating remaining population and employment capacity, based on recent development trends, in local cities and Urban Growth Areas (UGAs). For Vancouver, the findings of the 2022 Buildable Lands Report indicated that the city and its unincorporated urban area (U) were anticipated to fulfill the largest share of Clark County's new employment land capacity needs through 2035 based on development trends in 2016-2020 (48% or 36,779 jobs). The largest share of total net buildable employment land in Vancouver to help meet this capacity was zoned Industrial (Exhibit 2).

The land and employment capacity analysis in the buildable lands report shown below in Exhibit 2 provides estimates based on data from the Washington Office of Financial Management, Washington Employment Security Department, Clark County, and individual municipalities. While these do not reflect the actual total number of jobs located in the county or its individual jurisdictions, they provide an approximate estimate for planning purposes to help measure how to achieve the County's economic goals. As the City updates its comprehensive plan economic development element, it will need to consider this regional role as well as any potential impacts of office redevelopment, remote work trends in the city's key industries, and patterns of mixed-use development that could have new implications for meeting employment capacity.

Clark County's Buildable Lands Report (2022) Key Findings

Based on employment growth through 2020, redevelopment, and public sector job assumptions, the Clark County Buildable Lands Report indicated sufficient employment capacity for employment growth in the county through 2035.

Clark County added 12,700 jobs in 2016–2020 out of its target from the 2015–2035 Plan of adding 100,200 jobs by 2035. **Therefore, the Buildable Lands Report forecasted that the County would add 87,500 more jobs by 2035.⁸** Of this total, 72,878 jobs were expected to be accommodated on vacant buildable lands and the remainder through redevelopment or public sector employment.

Half of Clark County's employment capacity from the 2022 report was in the City of Vancouver and the Vancouver Unincorporated Urban Area (U). These areas combined were expected to accommodate 36,779 total jobs through 2035, with 59% of new employment on industrial land. Vancouver (U) accounted for 47% of this capacity.

There were 5,792 total net buildable acres of employment lands in Clark County UGAs reported in the Buildable Lands Report; 33% (1,888 net acres) of commercial land, and 67% (3,904 net acres) of industrial land. **The largest share of total net buildable employment land reported was the 2,423 net acres (62%) of industrial capacity in the City of Vancouver and the Vancouver Unincorporated Urban Area.⁹**

⁸ Clark County Community Development, "Clark County Buildable Lands Report," June 2022. The Buildable Lands Report must meet the Washington State requirements described under RCW 36.70A.215.

⁹ The 2022 VBLM model assumes a 5% residential redevelopment rate on built Vancouver City Center commercial land and a 1% rate on built commercial land in Vancouver outside the City Center; and that 30% of commercial land in the Vancouver City Center will be residential development and 15% of Vancouver commercial land outside the City Center will be residential development.

Exhibit 2. Commercial and Industrial Land Capacity and Employment Capacity Estimates, by Clark County Jurisdiction, Urban Growth Area, or Unincorporated Urban Area, 2022

Source: Clark County Buildable Lands Report. UGA: Urban Growth Area

Jurisdiction	Commercial			Industrial			Total Jobs
	Gross Acres	Net Acres	Jobs	Gross Acres	Net Acres	Jobs	
Battle Ground UGA	643	395	7,881	157	71	643	8,524
Camas UGA	452	296	5,920	1,398	667	6,001	11,921
La Center UGA	115	79	1,573	64	34	308	1,881
Ridgefield UGA	374	252	5,031	806	418	3,762	8,793
Vancouver	433	304	6,089	2,758	1,470	13,225	19,314
Vancouver (U)	638	444	8,886	1,710	953	8,579	17,465
Washougal UGA	165	114	2,281	509	262	2,362	4,643
Woodland UGA	-	-	-	-	-	-	-
Yacolt UGA	5	4	81	49	29	256	337
Urban Total	2,825	1,888	37,742	7,451	3,904	35,136	72,878

Source: Clark County GIS, Vacant Buildable Lands Model, June 2022; Council Resolution 2022-06-01

Notes: A – Employment growth target for 2035 set by Clark County Council Resolution 2016-03-01.

B – Urban Total includes capacity in incorporated cities/towns and their unincorporated urban areas.

C – Unincorporated urban area is designated with a (U).

Vacant Buildable Land Model Update and initial growth allocations (2024)

Clark County made several updates to its VBLM in February 2024. Pursuant to GMA, the revised version of the VBLM estimated capacity by zoning rather than Comprehensive Plan designations, and used projected future rather than past densities. **Error! Reference source not found.** shows updated capacity estimates for jurisdictions in Clark County.¹⁰ In Vancouver and the City's Urban Growth Area (UGA), the changes to the VBLM indicate a slightly lower jobs assumption than the 2022 model. The City is still expected to account for roughly half

¹⁰ Clark County Community Planning, 'County releases 2023 vacant buildable lands model capacity report for public review,' <https://clark.wa.gov/community-planning/county-releases-2023-vacant-buildable-lands-model-capacity-report-public-review>, February 20, 2024.

(51%) of jobs in the County, with capacity for 33,193 total jobs through 20235, across 2,414 buildable acres in the City and 3,503 buildable acres in the UGA.

Exhibit 3. VBLM Capacity and Yield by Jurisdiction, 2023

Source: Clark County Community Planning

Jurisdiction	Housing Units	(%)	Jobs	(%)	Gross Acres	(%)	Buildable Acres	(%)
Battle Ground	6,978	7.4%	7,677	11.8%	2,919	11.1%	1,584	13.7%
Camas	4,222	4.5%	11,363	17.5%	3,304	12.6%	1,486	12.9%
La Center	2,122	2.3%	2,096	3.2%	953	3.6%	422	3.7%
Ridgefield	5,821	6.2%	7,998	12.3%	3,027	11.5%	1,332	11.5%
Vancouver (City Only)	31,726	33.7%	18,025	27.7%	5,677	21.6%	2,414	20.9%
Vancouver (UGA Only)	39,338	41.8%	15,168	23.3%	8,389	31.9%	3,503	30.4%
Washougal	3,741	4.0%	2,404	3.7%	1,743	6.6%	699	6.1%
Woodland	101	0.1%	0	0.0%	95	0.4%	23	0.2%
Yacolt	151	0.2%	360	0.6%	154	0.6%	76	0.7%
Total	94,200	100.0%	65,090	100.0%	26,262	100.0%	11,538	100.0%

For purposes of the 2025 Comprehensive Plan update, on May 7, 2024, Clark County adopted the below 2045 new employment growth capacity estimates, and new employment growth allocations.

Exhibit 4. 2045 Interim Employment Capacity Estimates and Allocations (2024)

Source: Clark County Community Planning

Jurisdiction	2023 VBLM Employment	Share	Construction Office	2023 Employment	Additional distribution not requiring new employment				Total Jobs Planned	
	Land Capacity		Distribution	Land Allocation	Work from home	Construction-Field	Government			
Battle Ground	7,677	11.8%	172	7,847	416	594	392		9,249	
Camas	11,363	17.5%	255	11,615	615	879	549		13,658	
La Center	2,096	3.2%	47	2,142	113	162	45		2,463	
Ridgefield	7,998	12.3%	180	8,175	433	619	148		9,375	
Vancouver (City)	18,025	27.7%	405	18,424	976	1,395	5,522		26,317	
Vancouver (UGA)	15,168	23.3%	341	15,504	821	1,174	1,754		19,253	
Washougal	2,404	3.7%	54	2,457	130	186	187		2,961	
Woodland	-	0.0%	-	-	-	-	0		0	
Yacolt	360	0.6%	8	368	19	28	3		419	
UGA Total	65,091		1,463	66,534	3,524	5,038	8,600		83,695	Urban
Rural									4,405	Rural
									88,100	Countywide

Clark County has recently adopted a 2045 countywide employment projection of 269,000 total jobs to be used with the County's 2025 Comprehensive Plan Update.¹¹

Intersection with Housing Needs

The County's interim population projection maintains the 1:1 jobs-to-housing ratio in the County's current 2015–2035 Comprehensive Plan. However, the City of Vancouver has had a consistently high jobs-to-housing ratio over the last 10 years compared to Clark County as a whole (Exhibit 5). As recently as 2021, the City of Vancouver had 1.18 jobs for every household compared to 0.82 jobs for every household in Clark County.¹²

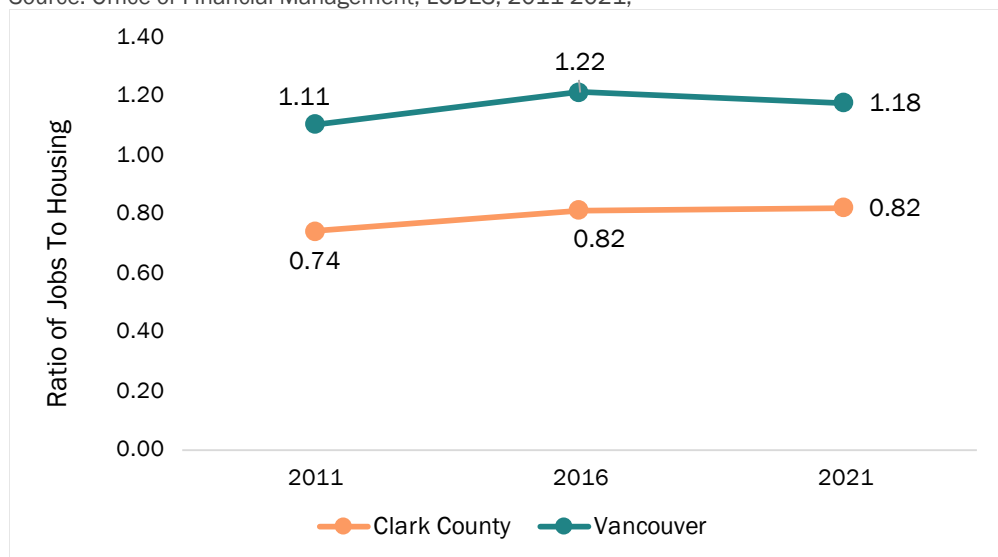
The Housing Needs Assessment conducted for the Vancouver 2045 Comprehensive Plan Update identified a need for 43,198 new housing units through 2045 across Vancouver. **If the City of Vancouver continued to maintain an average of 1.17 jobs-to-housing units that has been observed between 2011–2021 through 2045, it would be on track to anticipate planning for 50,541 new jobs through 2045 (far above the County's interim allocation).** If the City of Vancouver applied the same 1:1 jobs-to-housing target as adopted by Clark County, the City would be on track for 43,198 new jobs (also above the interim allocation).

¹¹ <https://clark.wa.gov/sites/default/files/media/document/2023-08/2023-08-01.pdf>

¹² The jobs-to-housing ratio is another metric useful for describing the balance between a city providing available housing for local workers and adequate jobs for those living in a city. The City of Vancouver recognizes the need to balance jobs to housing as a way to ensure the attainment of an appropriate supply and mix of housing and affordability levels to meet the needs of people who work and desire to live in Vancouver. The city established a Comprehensive Plan policy calling for an increase in the ratio of jobs to residents in the City of Vancouver and the region. Vancouver's jobs to housing ratio is trending upwards with a slight increase from 2011 to 2021, as the city has transitioned from a suburban bedroom community to a city offering more employment opportunities.

Exhibit 5. Vancouver and Clark County Jobs to Housing Ratio 2011, 2016, 2021

Source: Office of Financial Management, LODS, 2011-2021,



Regional Position

Vancouver is one of the fast-growing cities in Washington, located in Clark County on the state's southwestern border with Oregon, along the north shore of the Columbia River. Vancouver is of growing importance within the greater Portland metropolitan area's interconnected economy. Within the region, Vancouver is home to several large institutions including Clark College, Washington State University's Vancouver campus, and PeaceHealth Southwest Medical Center, with access to a broader selection of 25 colleges and universities in the Portland metro area. Clark County is also home to major regional employers in computers and technology within the broader network of science and technology industry clusters in the Portland area, offering Vancouver residents access to a variety of jobs in growing sectors.

Given the interconnected nature of Portland and Vancouver's economies and different state and local tax structures, the two cities often compete for residents and jobs within the region. A number of factors can influence household and employer decisions about location, including these tax structures as well as other considerations like the cost of living, land availability, quality of life amenities, infrastructure, and others. Over the past decade, Clark County has consistently seen positive net in-migration of residents from other counties in the region (Multnomah, Clackamas, and Washington Counties) according to data by the U.S.

Internal Revenue Service (IRS).¹³ The U.S. Census Bureau’s populations estimates for 2021 also indicated that Clark County has had the largest population increase largely due to in-migration, while other counties in the region have all seen outmigration trends. Multnomah and Washington Counties both saw a net loss from outmigration in 2021, while Clackamas County also saw their lowest levels of in-migration for the last decade and low levels of natural population growth.¹⁴

Regional Transportation Access

Vancouver is well connected to major local and regional transportation corridors, including two interstate bridges that connect the city with Portland. Interstate Highways (I-) 5, 205, and 84 offer commuters’ quick access by car or bus between Vancouver and the greater area, as well as a regional travel connection north to the Puget Sound and east along the Columbia River. While the bicycle and pedestrian networks may offer less direct options between cities, the I-5 and I-205 bridges provide protected pedestrian pathways over the river.

Exhibit 6. Map of Key Clark County Regional Infrastructure

Source: CREDC Business Guide

Note: This map from CREDC illustrates infrastructure in the broader region



¹³ Portland Business Alliance, “State of the Economy” (Value of Jobs Coalition, 2023).

¹⁴ Ibid.

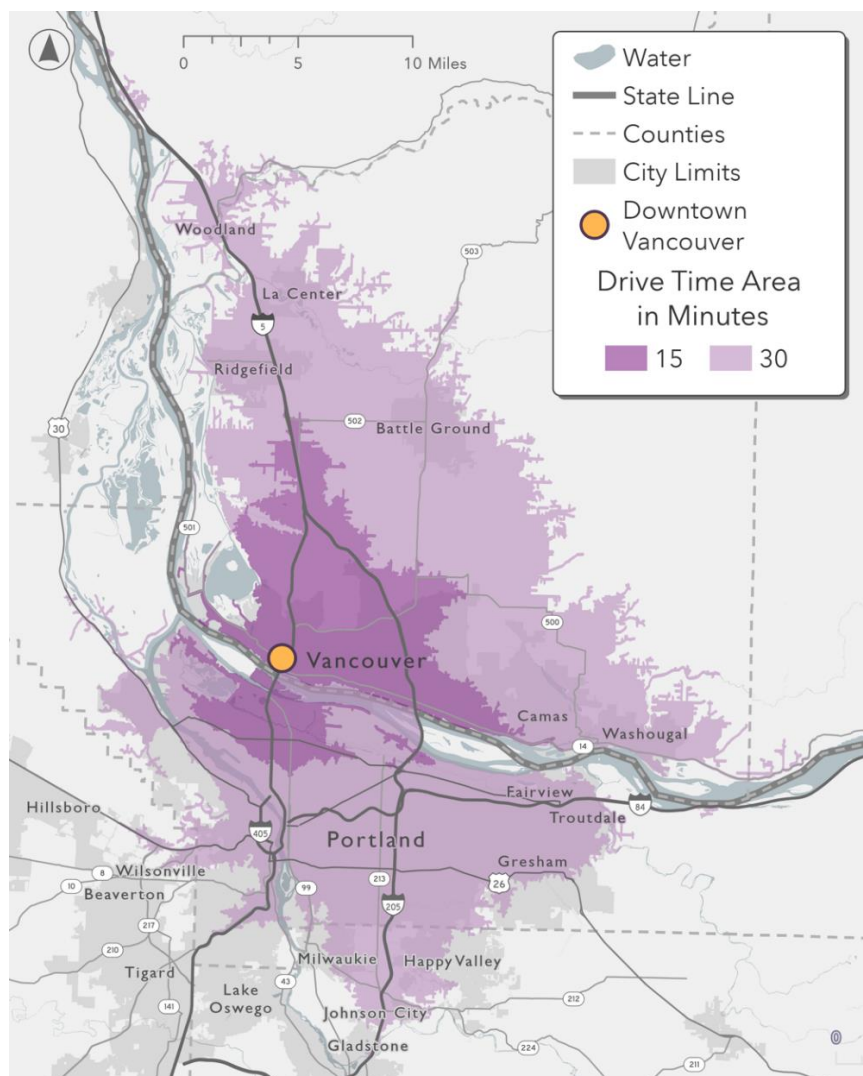
Surrounding Land Uses

Located at a nexus of two interstate highways, national rail lines, and ocean-bound and river shipping lanes, with proximity to the Portland International Airport, the city is well positioned to access major markets within the United States and around the world (see Exhibit 6)

Exhibit 7. Vancouver and Surrounding Jurisdictions, 15- and 30-Minute Drive Times from Downtown Vancouver

Source: ESRI

Drive times reflect an average outbound weekday morning commute



The city's access to deep water anchorages at the Port of Vancouver and Port of Portland, Union Pacific and BNSF railroad lines, and Portland International Airport (PDX) are among the city's strongest economic advantages for a number of industries. Regional markets accessible within a 30-minute drive include Downtown Portland, Gresham, Beaverton, Salmon Creek, Ridgefield, and Camas/Washougal (see Exhibit 7).

Summary of Key Findings

Demographic Trends

Vancouver, Clark County, and the State of Washington have grown substantially over the last two decades and are projected to continue to grow over the 20-year planning period. From 2000 to 2023, Vancouver's population grew by just over 56,000 residents, or 39%, which is higher than Washington state (35%) but lower than Clark County as a whole (53%). The pandemic may have shifted or accelerated migration patterns and housing preferences permanently, and Portland outmigration has contributed to Clark County's rapid growth.

The region's growth includes more educated and early working age adults, and higher income households to Vancouver. An increasingly educated and skilled workforce can help attract and retain employers, including those in CREDC's current target industry clusters for the County (Computers and Electronics, Software, Clean Tech, Metals and Machinery, Life Sciences). The community development needs associated with the growth of this skilled workforce will depend on employer workspace needs and existing office vacancy rates. A portion of this skilled workforce in occupations allowing for locational flexibility (such as tech-intensive industries) could work remotely at least part of the time or in co-working spaces rather than working fulltime at a centralized office space. As of 2022, approximately 17% of Vancouver's workers worked remotely (US Census data) and 52% of these workers earn over \$65,000 per year (see the Vancouver Housing Needs Assessment for more information).

However, the city's increasing median household income can also be a sign of displacement of lower-income households. As higher-income households move into the city, it is likely to increase housing costs and displacement pressures for lower-income households. Cost burden has impacted renters more than homeowners. Renters are nearly three times as likely to be cost burdened than homeowners, with over a quarter of renters severely cost burdened, spending more than 50% of income on rent. In Vancouver, Black or African American households and Hispanic or Latino households experience the highest rates of cost burden and severe cost burden.

As the city continues to grow, managing negative externalities for groups who are already at a disadvantage will be critical to ensuring equitable opportunities. Anti-displacement strategies in vulnerable areas, targeted workforce development, culturally-specific and accessible small business support, and other intentional strategies should be developed and reinforced to avoid creating deeper disparities for communities of color and low-income residents.

Real Estate Trends

Billions of dollars in public realm improvements, transportation enhancements, and public private partnerships has catalyzed a cycle of private investment that has delivered new housing units and employment space across the city. Over the last fifteen years, Vancouver has added over 1 million square feet each of new office and retail space, and roughly 4 million square feet of industrial capacity. Developers have gravitated towards some of the city's large open sites, but created important questions for how Vancouver should seek to use its remaining buildable employment lands. Although the City has added 1,466 new housing units per year on average from 2012 to 2022 (many as part of large, mixed-use developments with 79% of new permits in multifamily developments over the last three years), the City still has a need to deliver more housing to meet demand (see the Housing Needs Assessment). Given finite amounts of land, which are expected to accommodate a large share of Clark County's employment growth in coming years, policy decisions around efficient land use are becoming more critical.

In recent years, Vancouver's commercial real estate trends have closely tracked Clark County and the broader Portland metro area, with several gaps closing for the city in the three years since the onset of the COVID-19 pandemic. Since 2020, office, retail, and industrial vacancies have climbed in the four-county area, while Vancouver's commercial vacancies remained lower in all categories. In 2023 year-to-date the region has over 11 percent of its office space vacant, compared to only 5 percent in Vancouver. While this rate has continued to increase from 2020 in the region, Vancouver and Clark County's office markets have recovered quickly. Retail and industrial vacancies do not show as sharp of a contrast but are maintaining lower vacancy rates and showed a quicker recovery from fluctuations in 2020.

Office market data indicates that Vancouver has established itself as the prime location for affordable office space within Clark County and the Portland metro area. While the city has lower office rents in comparison to the regional average, Vancouver's ability to attract tenants seeking lower cost options presents an opportunity for the city to strategically position itself as an attractive hub for new and expanding businesses, especially cost-conscious startups. Targeted initiatives to develop more modern office amenities, coworking spaces, small business incubators, "third places" (or social hubs facilitating social interaction outside of home or work such as cafes, parks, community centers), mixed-use development, and incentives for targeted office development could help the city capitalize on this competitive advantage in office real estate for service-based industries that continue to

grow in Vancouver. However, as post-COVID trends emerge, needs for startups and small businesses in particular may change as remote work offers a cost-effective alternative.¹⁵

Vancouver has an opportunity to develop mixed-use retail centers that could boost access to shopping, dining, and entertainment. While Vancouver's new retail construction (also referred to as 'deliveries') slowed in recent years, the city has also maintained growth in retail and service industry jobs. Areas of the city that saw falling employment include older suburban-style malls and plazas along highway corridors, while the city's downtown employment increased. Retail growth presents avenues to partner with developers on revitalization projects and initiatives to support local small businesses that are positioned to new post-pandemic trends that prioritize mixed-use commercial development.

Employment Trends

Service-based industries are concentrated in Vancouver and make up a large and growing share of the city's workforce. Healthcare, retail, and educational services represent the largest shares of employment in the city, with all service sectors as a whole accounting for more than half of jobs in the City. These represent areas where Vancouver can build on opportunities, although wages in many service-oriented careers are not on par with the County average. Developing industries that offer living-wage jobs should be a part of the City's strategy to provide economic opportunities for Vancouver residents, with pathways to these opportunities through upskilling or reskilling existing workers and fostering low-barrier educational programs.

Many of the largest employers in Clark County are based in Vancouver and represent key industry clusters in healthcare, technology, and education. Major employers like health centers, tech companies, and educational institutions represent key partners for developing

¹⁵ The recently released Urban Land Institute's real estate trends report highlights emerging office space sector changes affected by remote work and other impacts (such as artificial intelligence). These changes have led to a reevaluation of the traditional office model and casted doubt on a complete return to pre-pandemic office conditions. ULI describes reduced tenant demand, particularly in downtown areas, resulting in a split market, with premium modern properties gaining favor. (ULI, 2024, Emerging Trends in Real Estate United States and Canada, https://knowledge.uli.org/reports/emerging-trends/2024/emerging-trends-in-real-estate-united-states-and-canada-2024?_gl=1*tyvb9f*_ga*ODQxOTExMjQ4LjE3MDAwNjk0NDM.*_ga_68IJQP7N7N*MTcwMDYxMTM3MS45LjEuMTcwMDYxMTM4Ni4wLjAuMAI).

career pathways and opportunities for residents of Vancouver and other parts of Clark County. Universities, hospitals, and technology parks are becoming increasingly important locations where people both work and develop skills for some of these major industries.

Jobs are moving in towards local employment hubs like Downtown Vancouver, the Vancouver Innovation Center, and large institutions. Employment trends at the census tract level show that employment is growing in these locations, while declining along older, suburban-style commercial areas like Fourth Plain Boulevard. While many cities (including Portland) have struggled to maintain Downtown areas post-pandemic, Vancouver is showing a stronger rebound than the region.

Policy Implications

The findings from this analysis can inform and guide the City as it develops its economic development strategies for the next twenty years. Some of the key policy implications from this work that the City may consider in the Comprehensive Plan update include:

Supporting employment and wealth creation opportunities for residents across all income levels. Demographic trends show an increase in younger, educated workers and high-income households, as well as a high-share of cost-burdened households. The City should evaluate strategies to continue supporting and attracting skilled workers to fill key roles in target industries, along with strategies to promote stability and opportunity for residents vulnerable to displacement and poverty.

Including housing as a focus of the City's economic development strategy. Access to talent is a primary driver of growth for many companies. A limited availability of housing and lack of affordable housing are issues not just for Vancouver residents but, increasingly, for employers who have difficulty attracting and retaining talent to fill roles. Historic and current housing underproduction has limited local supply (see Housing Needs Assessment), creating new pressures for residents including proximity to employment. The City should evaluate the dynamic between the industries they prioritize and the likelihood that the workers in those industries can afford to live in Vancouver. The City's housing and economic development efforts should be strategically coordinated to ensure the city has sufficient housing options to meet the needs of Vancouver workers and employers.

Coordinating with partners to support regional goals and target industries. The City should coordinate and align efforts with CREDC to support key industry clusters in Computer and Electronics, Clean Tech, Software, Metals & Machinery, and Life Sciences. The City should

coordinate with regional partners on key infrastructure projects and transportation improvements.

Pursuing place-based development strategies. The City's public realm investments will continue to catalyze private development in areas across the city. The City should continue to strengthen downtown as a residential, cultural, civic, retail and entertainment center. The City should develop targeted economic development and equitable development strategies, (e.g., culturally specific entrepreneurship business assistance programs) in neighborhood centers, in alignment with the future land use map and where the City is planning infrastructure investments.

Section 2. Demographic Profile

Population growth, demographic composition, and income distribution can all have important implications for a city's economic development. Key characteristics such as population growth over time, age of residents, median income, and disparities by race and ethnicity provide useful context about Vancouver's current households and recent trends. The purpose of this analysis is to evaluate the socioeconomic conditions that will influence demand for different land uses and shape the economic opportunities in the city over the current comprehensive plan horizon. This information can also help to identify which communities in Vancouver are not benefiting from current efforts and inform the City's work to address current gaps for equitable economic development as part of the comprehensive plan update.

This section provides an overview of key socioeconomic conditions in Vancouver that are useful for evaluating economic opportunities and challenges. To better understand the City's standing within the region, the analysis also includes comparisons to Clark County and other geographies such as Washington State and the greater Portland area as needed to contextualize conditions in Vancouver.

Data and Geographies

This assessment relies on published data primarily from the U.S. Census Bureau, CoStar, Washington Office of Financial Management, U.S. Department of Housing and Urban Development, Clark County, and the City of Vancouver (see the Our Vancouver Housing Needs Assessment for detail on the main data sources used). For demographic data, ECONorthwest primarily used the 2021 American Community Survey (ACS) 1-year Estimates, which is the most current data set available. This report uses the City of Vancouver as its primary geography, with comparisons to Clark County and Washington State, as well as some targeted comparisons to other cities in the region, including Portland and Hillsboro. In some cases, the analysis uses a four-county area including Clark County (WA), Multnomah County (OR), Washington County (OR), and Clackamas County (OR) when necessary to understand regionwide economic trends.

Equity Priority Communities

The City has identified Equity Priority Communities, comprised of historically marginalized and/or vulnerable communities, that should be centered in Vancouver's planning and policy processes. These Equity Priority Communities are defined as those who experience or have experienced discrimination and exclusion based on identity. A history of housing discrimination and other exclusionary policies have deprived people in these communities of opportunities for wealth creation, access to capital, and access to quality affordable

housing in areas near essential amenities. For the purposes of this project, Equity Priority Communities include:

- Black, indigenous, people of color (BIPOC) communities
- People with low incomes
- People with disabilities, including neurodivergent
- Youth and children
- LGBTQ+ individuals
- Renters
- People without an address/ people experiencing homelessness
- Small business owners
- Refugees
- Undocumented population

Understanding disparities between these groups help the City make decisions on investments that meaningfully reverse the disparities in access to jobs, housing, transportation, and other community services. Where possible, this study disaggregates data by race to help understand disparities and inform future policy decisions.

Population Growth and Forecast

Population Growth

The Washington State Office of Financial Management provides official state and local population estimates and projections for use in the allocation of funds, growth management, and other planning functions. This section utilizes official population estimates from 2000–2022 and official projections for 2050 to understand Vancouver’s past and future population growth.

Population growth and household formation are critical indicators for the available workforce and economic base of the city. Although Vancouver is part of an economically interconnected region, the rate of population growth in the city and county heavily influences future employment trends, local demand, and business competitiveness.

Vancouver and the region have grown substantially over the last two decades and are projected to continue to grow over the 20-year planning period. From 2000 to 2023, Vancouver’s population grew by just over 56,000 residents, or 39%, which equals an annualized compounded growth rate of 1.4% growth per year (see Exhibit 8 below). At almost

200,000 persons, Vancouver is the fourth largest city, based on population, in the State of Washington (below the cities of Seattle, Spokane, and Tacoma but above Bellevue).¹⁶

Clark County has experienced a higher rate of population growth than Vancouver, though both are growing at a faster rate than the state overall. Despite Vancouver's slightly slower growth than the county, the city is likely to draw from a labor pool that includes commuters from unincorporated suburban areas and towns to the north, west, and east.

Exhibit 8. Population Growth, Vancouver, Clark County, and Washington, 2000-2023

Source: ECONorthwest, Office of Financial Management Population Estimates.¹⁷

	2000	2010	2023	Change, 2000- 2023	% Change, 2000- 2023	Annualized Compounded Growth Rate
City of Vancouver	143,560	161,791	199,600	56,040	39%	1.4%
Clark County	345,238	425,363	527,400	182,162	53%	1.9%
State of Washington	5,894,143	6,724,540	7,951,150	2,057,007	35%	1.3%

In-Migration

A portion of Vancouver's recent growth can be linked to migration from Multnomah County and other counties in the Portland Metropolitan region. From 2011 to 2021, Clark County has seen consistent rates of positive in-migration, with an average of approximately 5,000 people per year moving into the County. Meanwhile Oregon Metro Counties have all seen decreasing rates of in-migration since 2016, with a particularly high number of people moving out of Multnomah County in 2021. In 2021, nearly 13,000 people moved out of Multnomah county and approximately 5,800 people moved into Clark County. These findings suggest that the greater locational flexibility allowed post-COVID 19 is a contributing factor,

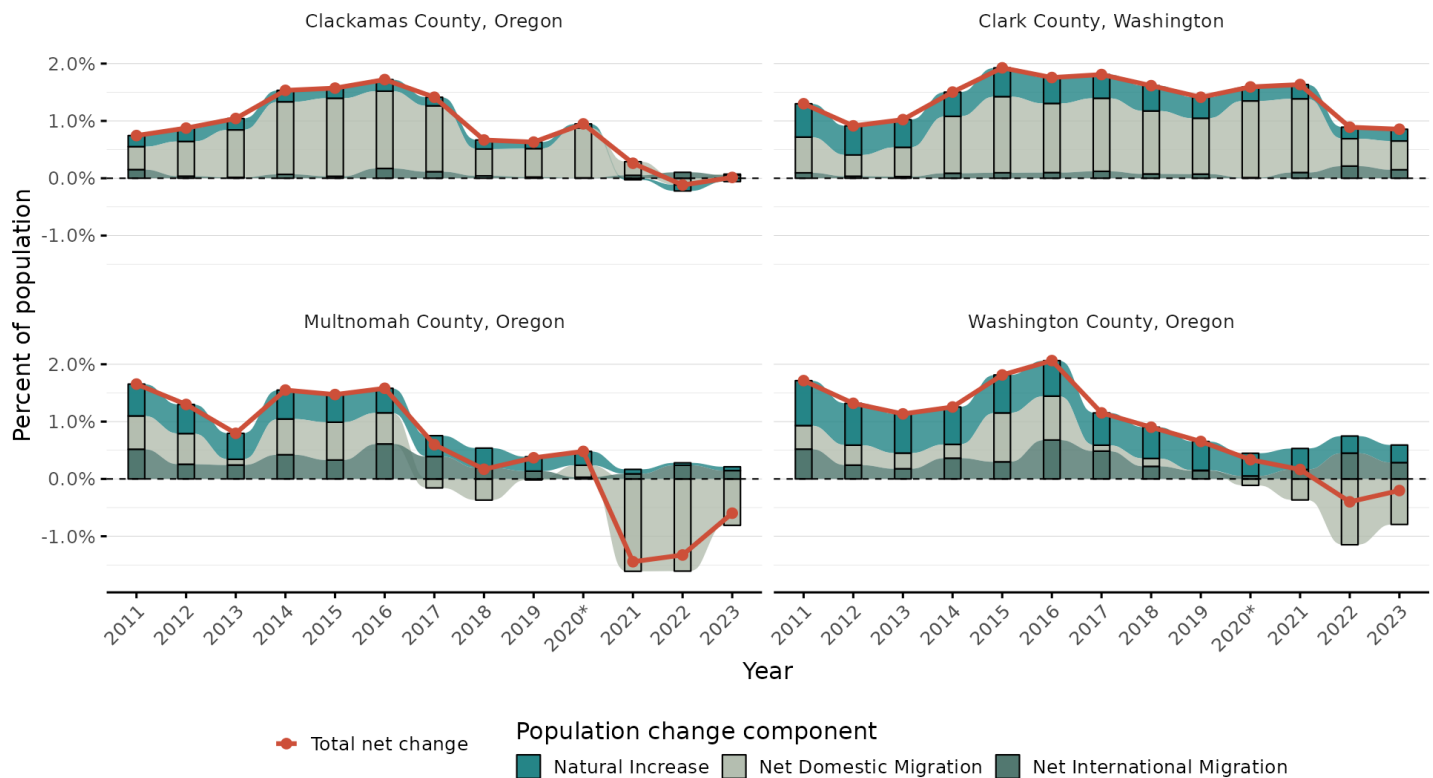
¹⁶ Washington State Office of Financial Management analysis of U.S. Census data, 2021: <https://ofm.wa.gov/washington-data-research/population-demographics/population-estimates/population-density>

¹⁷ Between 2010 to 2020, several areas were annexed into the City of Vancouver which increased the population by approximately 6,126 persons. If the annexation was deducted from the 2023 population estimate, the percent change would be 35% rather than 39%.

though not the singular cause, of migration trends from the Portland Metro region to Clark County.

Exhibit 9. Annual Population Change by County across the Portland Metro Region, 2011-2021

Source: U.S. Census



* 2020 components only extend from 4/1 to 6/31, and so have been annualized for this report

Demographic Composition

Demographic information describing the age and race and ethnicity trends of the community, can help inform both economic conditions today and key considerations for future economic development. ECONorthwest primarily used 2021 one-year American Community Survey (ACS) data (the most current data available) for this analysis.

Key Findings

- **The share of early and mid-career age residents and older adults in Vancouver is growing.** Vancouver's median age in 2021 was 39 years, similar to Clark County and increasing slightly since 2011. Vancouver's largest age group in 2021 was residents aged 20 to 34 years, representing roughly a quarter of the population (24%). Residents in this group are likely to include more early-career workers and students. From 2011 to 2021, the share of residents under 20 years decreased from 25% to 20%, while the share of residents older than 65 increased from 13% to 19%, indicating a decreased share of families with children and a greater share of

residents entering retirement (the Housing Needs Assessment also indicates that Vancouver's median household size has decreased slightly since 2011).

Demographic trends will drive consumer preferences, housing needs and workforce composition. Specifically, more working-age young adults without children and more seniors are likely to drive demand for more compact housing types near amenities, services, and entertainment and recreational opportunities.

- **The share of residents over 25 with a bachelor's degree or higher increased in Vancouver and Clark County from 2011 to 2021.** An increasingly educated workforce may help the city in attracting and retaining employers that require workers with specific skill sets or educational backgrounds.
- **Both Vancouver and Clark County have become more racially and ethnically diverse.** From 2011 to 2021, Vancouver saw increases by two percentage points in its Hispanic and Latino population (from 9 to 11%), Asian population (from 6 to 8%), multiracial population (from 5 to 7%), and Black population (from 3 to 5%).
- **Disparities in median income, educational attainment, housing cost burden, and homeownership rates by race and ethnicity indicate ongoing economic inequality for people of color in Vancouver and Clark County.** In 2021, the median incomes of multiracial households, Black or African American households, Hispanic or Latino households, or households identifying as another group not listed by the ACS were below the median income in Vancouver; in addition, a smaller share of residents over the age of 25 who were Black or African American, Hispanic or Latino, or another race alone had bachelor's degrees. Housing cost burden was also most prevalent for Black or African American and Hispanic or Latino households, indicating additional economic burdens.

Age

Individuals often have different economic prospects and challenges at different stages of life. For example, young workers, students, and recent college graduates who are in the early stages of their careers may have greater locational flexibility, while mid- to late-career workers may be less likely to change careers, and retirees and older adults exiting the workforce may have changing needs for housing, amenities, and services.

Compared to Clark County overall, Vancouver has a greater share of working-age young adults and seniors, and a lower share of residents under 20 years of age. Exhibit 10 shows the median age for Vancouver and Clark County. Vancouver has a marginally higher median age, 39.4 years, than the county overall.

Exhibit 10. Median Age, Vancouver and Comparison Geographies, 2021

Source: ACS 1-Year Data Tables, 2021

Jurisdiction	Median Age
City of Vancouver	39.4
Clark County	39.2
Hillsboro	34.8
Portland	38.3
State of Washington	38.2

Exhibit 11. Change in Median Age, Vancouver and Comparison Geographies, 2011-2021

Source: ACS 1-Year Data Tables, 2011, 2021

Jurisdiction	2011	2021	Change
City of Vancouver	38.0	39.4	1.4
Clark County	37.0	39.2	2.2
Hillsboro	32.2	34.8	2.6
Portland	35.7	38.3	2.6
State of Washington	37.3	38.2	0.9

Exhibit 11 shows the change in median age from 2011 to 2021. Vancouver's median age increased by 1.4 years from 2011 to 2021, a slightly lower change than the county.

Exhibit 12 shows the distribution of different age groups. In Vancouver, the largest age group is residents aged 20 to 34 years (24%). Compared to the county, Vancouver has a similar share of residents between the ages of 35 and 64, but a 3-percentage-point higher share of residents 65 years and older (or nearly 19% share higher than the County). In addition, while the county's largest age group is residents under 20 years (25%), Vancouver has a 5-percentage-point lower share (or 20% lower share than that of the County).

Exhibit 12. Age Distribution, Vancouver and Comparison Geographies, 2021

Source: ACS 1-Year Data Tables, 2021

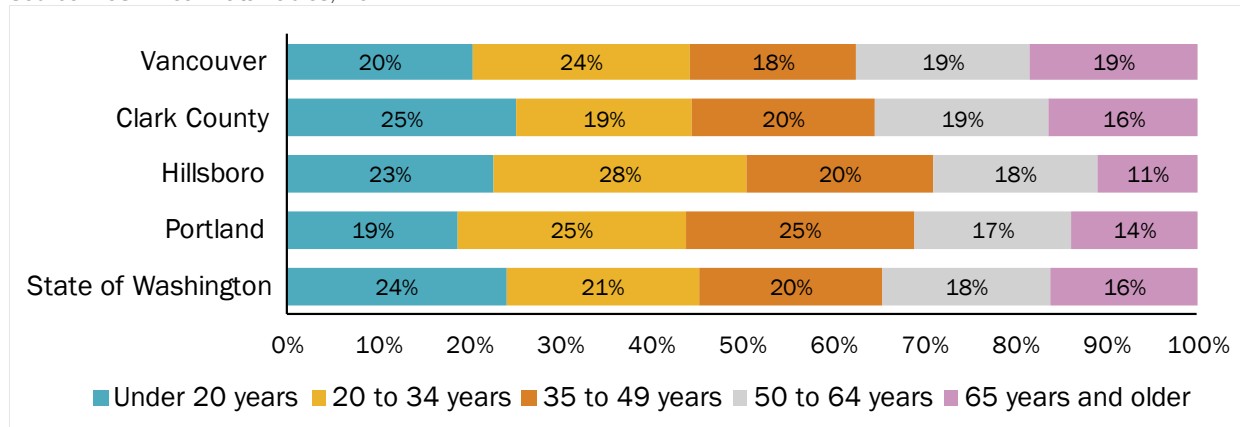
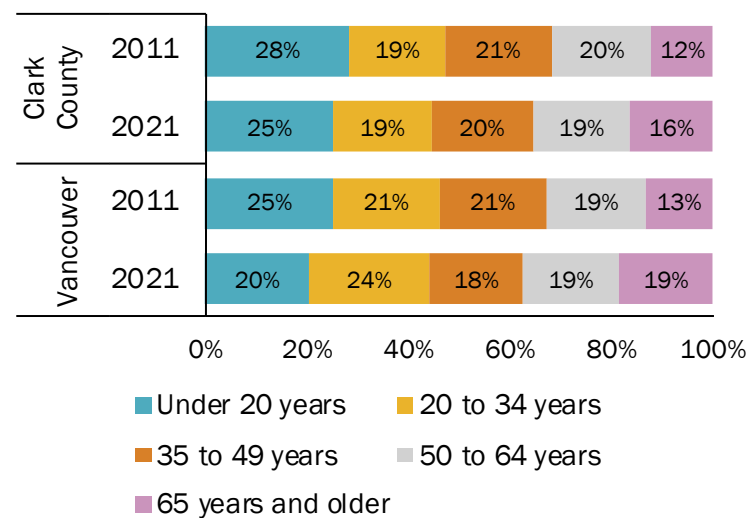


Exhibit 13 shows the change in age distribution for Vancouver and Clark County. In both jurisdictions, the share of residents under 20 years decreased (by 5 percentage points in Vancouver). On the other end of the spectrum, the share of residents 65 years and older increased in both jurisdictions (by 6 percentage points in Vancouver). In the county overall,

the share of residents between 20 and 65 years remained relatively stable, while in Vancouver the share of residents aged 20 to 34 years increased by 3 percentage points, and the share of residents aged 35 to 49 years decreased 3 percentage points.

Exhibit 13. Change in Age Distribution, Vancouver and Clark County, 2011-2021
Source: ACS 1-Year Data Tables, 2011, 2021



In addition, prime working age is generally defined as workers aged between 25 to 54 years. Vancouver’s share of prime working population (20 to 49 years) is similar to Clark County and has slightly decreased from 2011 to 2021.

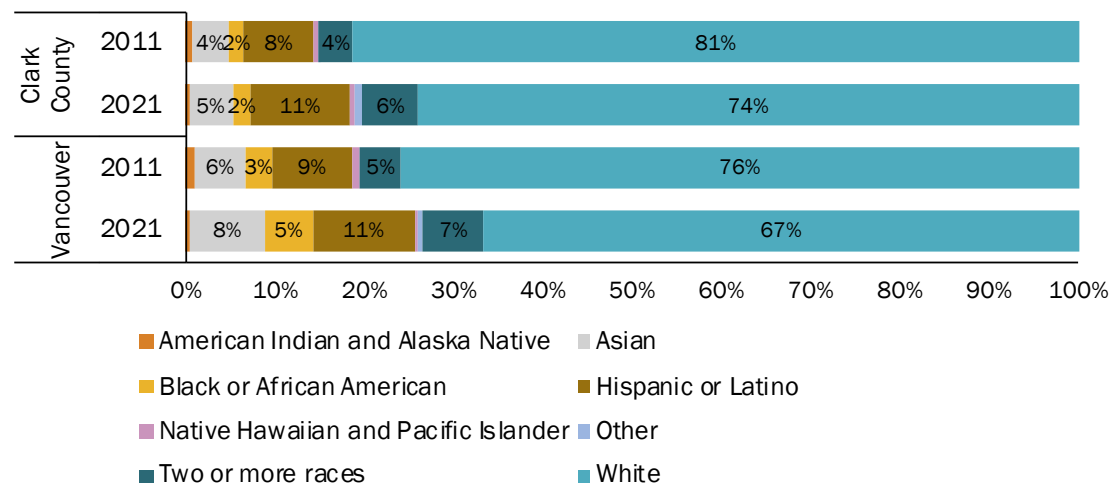
Race and Ethnicity

In both Vancouver and Clark County, the majority of the population is White, with 67% of residents identifying as White in Vancouver and 74% in the county. However, Vancouver has a 3-percentage-point higher share of Black or African American residents, and a 3-

percentage-point higher share of Asian residents than the county overall. **Both jurisdictions became more racially and ethnically diverse over the last decade from 2011 to 2021.**

Vancouver saw increases by two percentage points for its Hispanic and Latino population (from 9 to 11%), Asian population (from 6 to 8%), multiracial population (from 5 to 7%), and Black or African American population (from 3 to 5%). Exhibit 14 shows the change in the distribution of residents by race and ethnicity from 2011 to 2021.

Exhibit 14. Change in Race and Ethnicity Distribution, Vancouver and Clark County, 2011-2021
Source: ACS 1-Year Data Tables, 2011, 2021



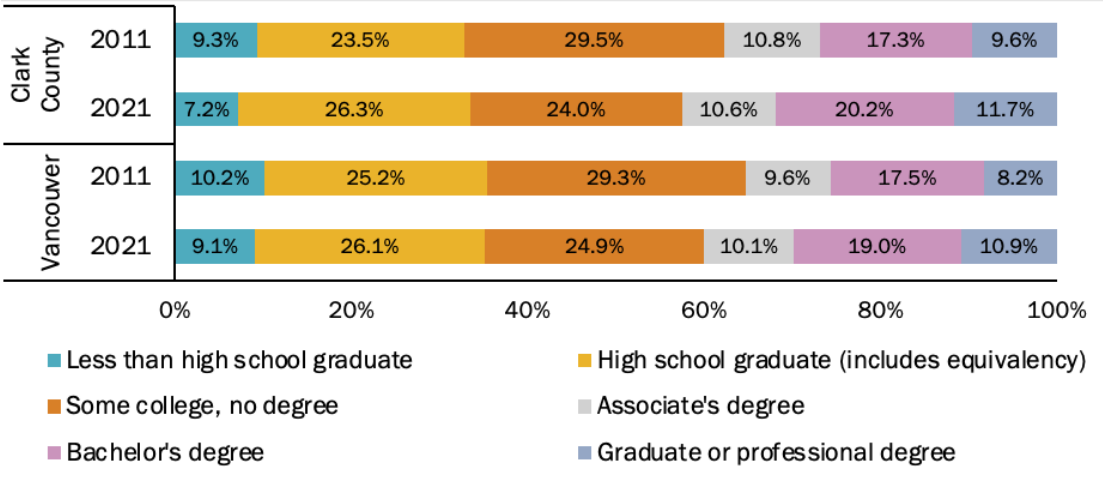
Educational Attainment

Educational attainment is an important indicator for economic opportunities and the type of available workforce in an area. Economic development strategies may target different types of skill development, industry pipelines, or training programs depending on the existing level of education among residents.

From 2011 to 2021, Vancouver and Clark County both saw growth in the share of residents over 25 with a bachelor’s degree or higher. The share of residents with some college but no degree and those with no high school degree also decreased across both geographies in this timeframe. An increasingly educated workforce may help the city in attracting and retaining employers that require workers with specific skill sets or educational backgrounds. As professional services industries grow in Vancouver, the city will see increasing opportunities for skilled workers in industries like financial services. Industries like specialized manufacturing, life sciences, and healthcare also present opportunities for those with associate degrees or graduates from Career and Technical Education programs to access higher wage jobs.

Exhibit 15. Change in Educational Attainment, Vancouver and Clark County, 2011-2021

Source: ACS 1-Year Data Tables, 2011, 2021. Note: This only includes the educational attainment level for people 25 years and over.

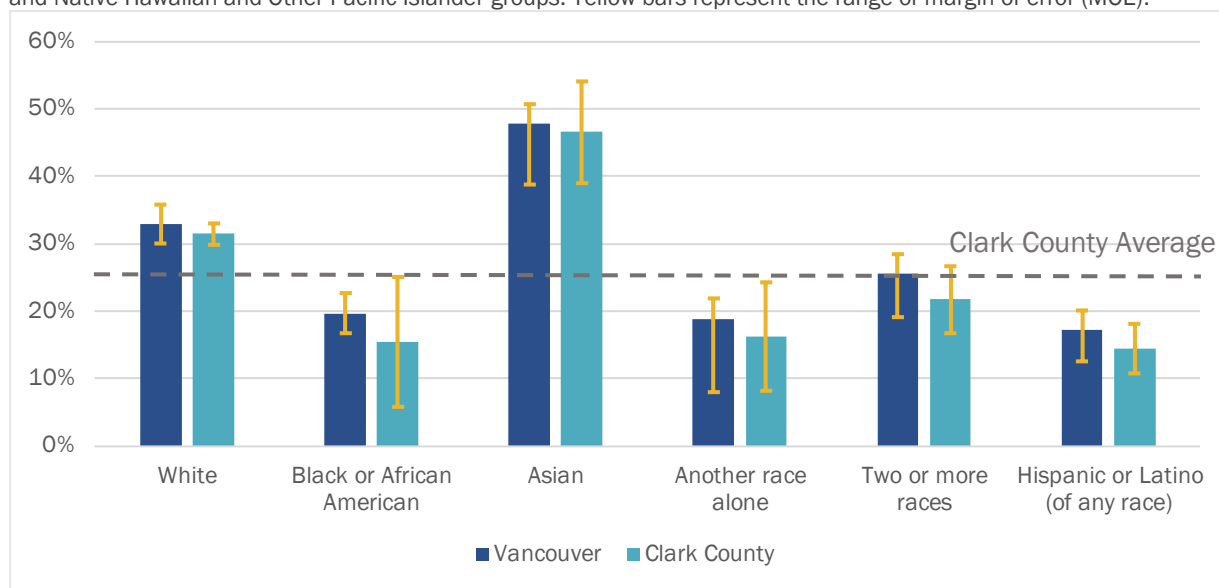


Educational attainment is not the same between different groups by race and ethnicity in Vancouver or Clark County. For the population age 25 and over, a larger share of white and Asian residents held at least a bachelor’s degree, which often indicates different types of employment opportunities in the workforce. In comparison, a lower share of residents who

were Black or African American, Hispanic or Latino, or another race alone had bachelor's degrees both in Vancouver and Clark County.

Exhibit 16. Share of Population Age 25 and Over with a Bachelor's Degree or Higher by Race and Ethnicity, Vancouver and Clark County, 2021

Source: ACS 1-Year Data Tables, 2021. Note: Due to low sample size, accurate data is not available for American Indian and Alaska Native and Native Hawaiian and Other Pacific Islander groups. Yellow bars represent the range of margin of error (MOE).



Income Distribution

Income and income distribution are critical indicators of economic prosperity. Income levels directly reflect the purchasing power and standard of living of individuals and households; higher incomes generally enable people to afford better education, healthcare, and access to essential goods and services, contributing to overall well-being and productivity. The distribution of income and disparities between demographic groups are also critical considerations for addressing economic inequality and reducing concentrations of poverty. Key findings for income distribution in Vancouver include:

- **Median household income in Vancouver is increasing.** In Vancouver and Clark County, the share of all income brackets above \$75,000 increased between 2011 and 2021, while the share of households earning less than \$75,000 annually decreased. While an increase in median household income can have positive compounding effects throughout the regional economy, it can also be a sign of displacement of lower-income households and compounding economic burdens on populations who have been historically disadvantaged.
- **However, incomes in Vancouver are still lower than elsewhere in Clark County.** Vancouver had a median household income of \$70,000 in 2021, which is lower than the median household income in Clark County. Comparatively, Vancouver had a

higher share of households earning less than \$75,000 and a lower share of households earning more than \$100,000 annually.

- **Vancouver median household incomes generally align with the Portland region Area Median Income (AMI).** However, compared to the larger region, Vancouver has a higher share of households earning below 60% of the AMI.

Median Household Income

As of 2021, the median household income in Vancouver was roughly \$70,000 per year. The city's median household income was approximately \$14,000 lower than that of Clark County as a whole, which includes cities like Ridgefield, Camas, and Washougal that have seen substantial population growth and corresponding increases in median household income in recent years. A variety of socioeconomic factors may contribute to this disparity between the City of Vancouver and other geographies in the region such as educational attainment levels, employment trends, and disparities for groups who have been historically disadvantaged. For instance, incomes in Hillsboro are likely higher due to high concentrations of high-wage tech industry jobs in the Hillsboro Industrial Area.

Exhibit 17. Median Household Incomes, Vancouver and Comparison Geographies, 2021

Source: ACS 1-Year Data Tables, 2021

Jurisdiction	Median Household Income
City of Vancouver	\$70,000
Clark County	\$84,000
City of Hillsboro	\$97,000
City of Portland	\$79,000
State of Washington	\$84,000

Even after adjusting for inflation, the City of Vancouver and Clark County both saw increases in median household income from 2011 to 2021 (as shown in Exhibit 18). Vancouver's median household income increased roughly \$15,500 over this time period increasing by 28% which is slightly lower than Clark County (at 33%). The areas surrounding Vancouver tend to include a larger share of higher income households and lower share of people of color.

Household Income Distribution

Exhibit 19 shows the distribution of different income brackets in Vancouver and Clark County. Of these jurisdictions, **Vancouver has a higher share of residents in income brackets below \$75,000 annually.**

Vancouver's share of households earning below \$75,000 per year is even higher than the State of Washington and the City of Portland. In Vancouver, 53% of all households earn \$75,000 or less, compared to 44% in Clark County (9 percentage points higher). Compared to Clark County, Vancouver's share of households earning less than \$25,000 is five percentage points higher than the county. Looking at the higher income brackets, Vancouver has a lower total share of households earning above \$75,000 per year (47% compared to 56%). In particular, the city has a smaller share of households earning between \$100,000 and \$150,000 than the county (17% compared to 21%), and a smaller share by 5 percentage points of households earning more than \$150,000 compared to the county overall.

Exhibit 18. Change in Median Household Incomes, Vancouver and Comparison Geographies, 2011-2021 (2021\$)

Source: ACS 1-Year Data Tables, 2011, 2021. Note: 2011 incomes are adjusted for inflation to 2021 dollars.

	2011	2021	Change	% Change
City of Vancouver	\$58,918	\$69,993	\$11,075	28%
Clark County	\$68,250	\$83,837	\$15,587	33%
City of Hillsboro	\$79,219	\$97,436	\$15,781	20%
City of Portland	\$56,658	\$79,057	\$18,217	32%
State of Washington	\$68,466	\$84,247	\$15,587	23%

Exhibit 19. Median Household Income Distribution, Vancouver and Comparison Geographies, 2021

Source: ACS 1-Year Data Tables, 2021

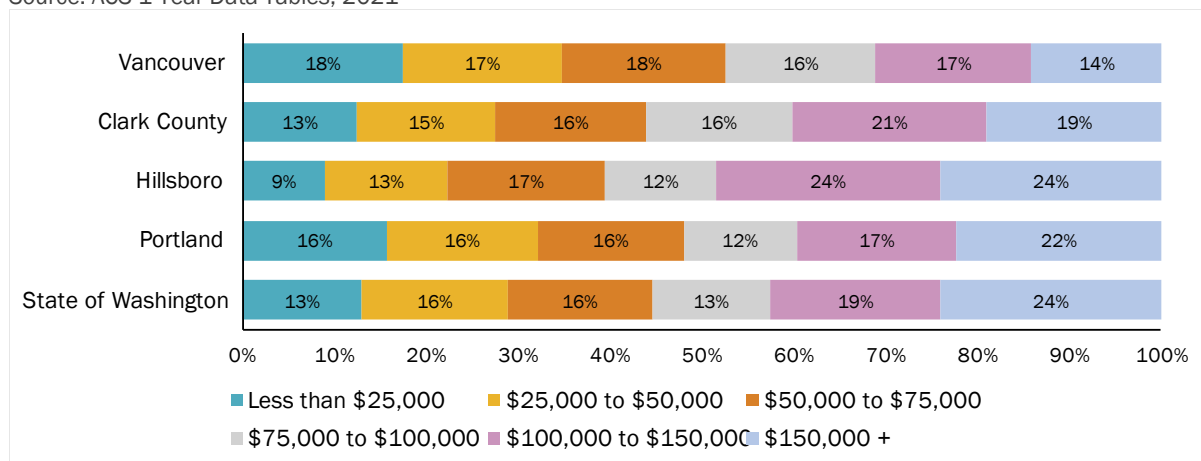
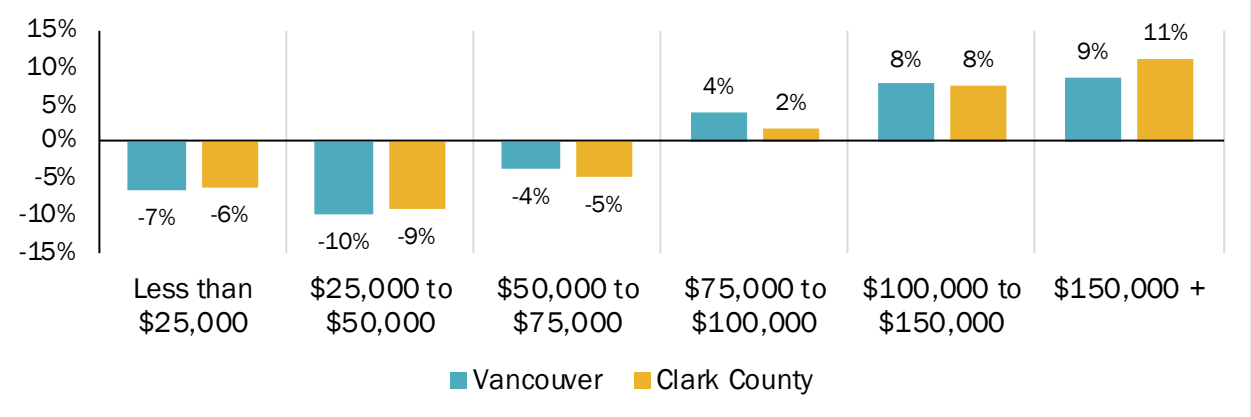


Exhibit 20 shows the change in the *share* of each income bracket from 2011 to 2021; for example, the share of households earning more than \$150,000 annually increased from 5% to 14% in Vancouver over this time period, an increase of 9 percentage points. **In both Vancouver and Clark County, the share of households earning less than \$75,000 annually decreased, while the share of all income brackets earning above \$75,000 increased.** This could indicate that the City of Vancouver is gaining more people with household incomes earning above \$75,000 per year or that existing households are experiencing increases in their incomes. Also in both jurisdictions, the share of households earning between \$25,000 and \$50,000 decreased the most, while households earning more than \$150,000 increased the most. While changes were similar between the city and the county, the county had a slightly higher change in the share of households earning greater than \$150,000.

Exhibit 20. Change in Median Household Income Distribution, Vancouver and Clark County, 2011-2021
Source: ACS 1-Year Data Tables, 2011, 2021



An increase in median household income can have positive compounding effects throughout the regional economy. Greater spending power for households can result in more revenue for local businesses, and more local government tax revenue for public services and programs. However, an increasing median household income can also be a sign of displacement of lower-income households. As higher income households move into the city, it is likely to increase housing costs and displacement pressures for lower-income households.

Income Inequality

Inequality between individuals and households with high incomes and those with low incomes in a community is helpful to understand how to best target economic development strategies to reduce disparities. Tracking income inequality allows decisionmakers to identify trends and emerging areas of concern so they can take steps to address root causes and create more equitable opportunities for residents. As Vancouver sees an influx of high-income households and rising median income, it is critical to track this variance between new high-earning and lower income residents. There are several ways that income inequality can be measured, including the Palma Ratio included in this section.

Palma Ratio

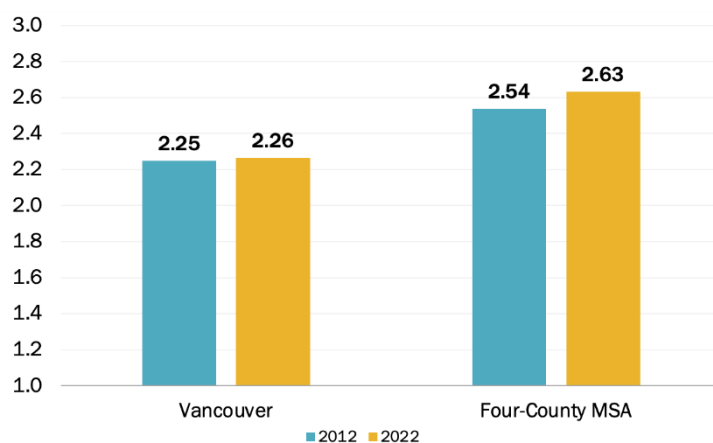
The Palma Ratio is one method of measuring income inequality that is defined as the ratio of income at the top 10 percent of households relative to that of the bottom 40 percent. This ratio is calculated by comparing the total income of households in both groups.¹⁸ A higher score indicates greater income inequality between the top 10 percent and bottom 40 percent of households. A Palma Ratio greater than 1.0 indicates that the top 10% of the population being measured holds a larger share of income compared to the bottom 40% of the population while a ratio less than 1.0 implies the opposite (that the bottom 40% holds more income or wealth than the top 10%).

The Palma Ratio has consistently been higher in Clark County compared to the City of Vancouver for a decade from 2012 to 2022 (in 2022, it was 2.26 in the city and 2.63 in the county) (Exhibit 21).

Vancouver saw a minor increase in its Palma Ratio score between 2012 and 2022, while the four-county area (including Clark, Multnomah, Clackamas, and Washington Counties) saw a larger increase than the city from 2.54 to 2.63 (by 0.09).¹⁹ This indicates that Vancouver did not see a sizable change in inequality between its highest and lowest income levels, while disparities grew more in the four-county area overall. This could indicate a combination of stagnant or shrinking wages for the area's bottom 40 percent of households or disproportionately higher growth for the top 10 percent.

Exhibit 21. Palma Ratio, Vancouver and Four-County Area (Clark County, WA; Multnomah County, OR; Clackamas County, OR; Washington County, OR), 2012-2022

Source: ACS PUMS 1-Year Estimates, 2012, 2022.



¹⁸ Alex Cobham, "The Palma," The Uncounted, December 8, 2014, <https://uncounted.org/palma/>.

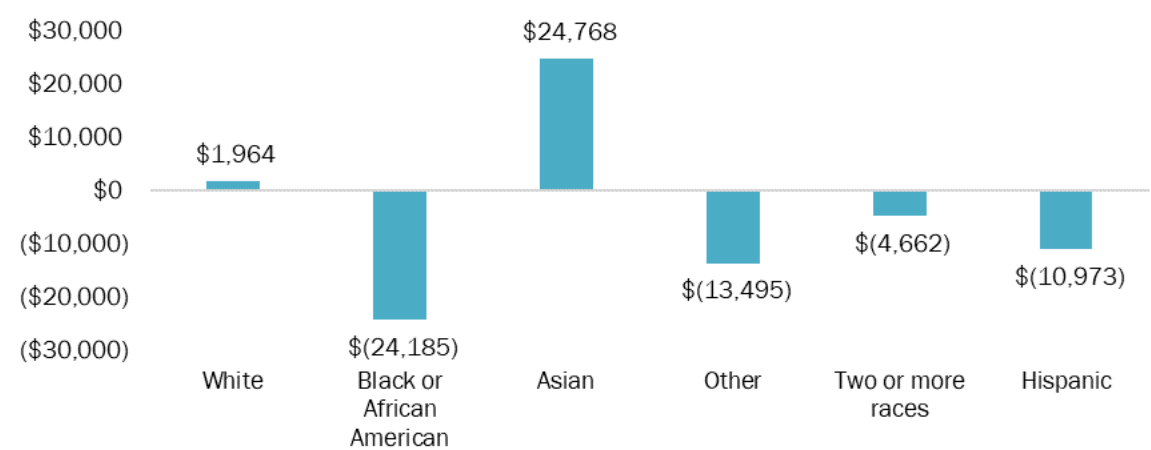
¹⁹ Calculating the Palma Ratio requires analysis of PUMS data, which provides more detail about income brackets than the American Community Survey (ACS). PUMS data uses of Public Use Microdata Area (PUMA) geographies, which do not have the same geographic alignment as the ACS. Given the overlap of PUMAs in Clark County, this analysis compares Vancouver with the four-county area.

Income and Race

Exhibit 22 shows the difference for median incomes from the overall median income by race for Vancouver. Disparities were highest for Black or African American households, Hispanic households, Multiracial households, and households in the Other race category, whose median incomes were below the median household income for the City, while the median incomes of White and Asian households were above the median income of the city. These disparities highlight the importance of targeted, culturally-specific economic development strategies aimed at serving those communities where there is the greatest need for economic mobility and wealth creation opportunities.

Exhibit 22. Difference between Median Income by Race and Overall Median, Vancouver

Source: ACS 5-year estimates 2017-2021. Note: Due to low sample size, accurate data is not available for American Indian and Alaska Native and Native Hawaiian and Other Pacific Islander groups.



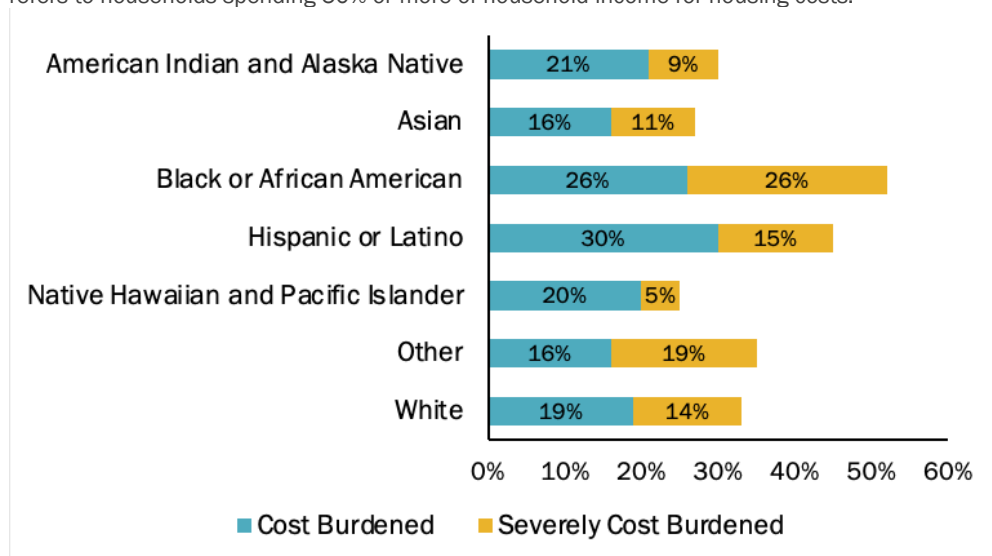
Housing Characteristics and Race

Disparities in housing cost burden can also indicate economic inequality. The US Department of Housing and Urban Development guidelines describe ‘cost burden’ as a household spending 30 percent or more of their monthly income towards a mortgage, rent, utilities, and other housing costs, while ‘severe cost burden’ describes households paying 50 percent or more of monthly income towards those expenses. In Vancouver, cost burden was most severe for Black or African American and Hispanic or Latino households, indicating additional economic burdens on these households.

Exhibit 23. Cost Burden by Race, Vancouver, 2021

Source: SEVA, American Community Survey 5-Year Data Tables, 2017-2021

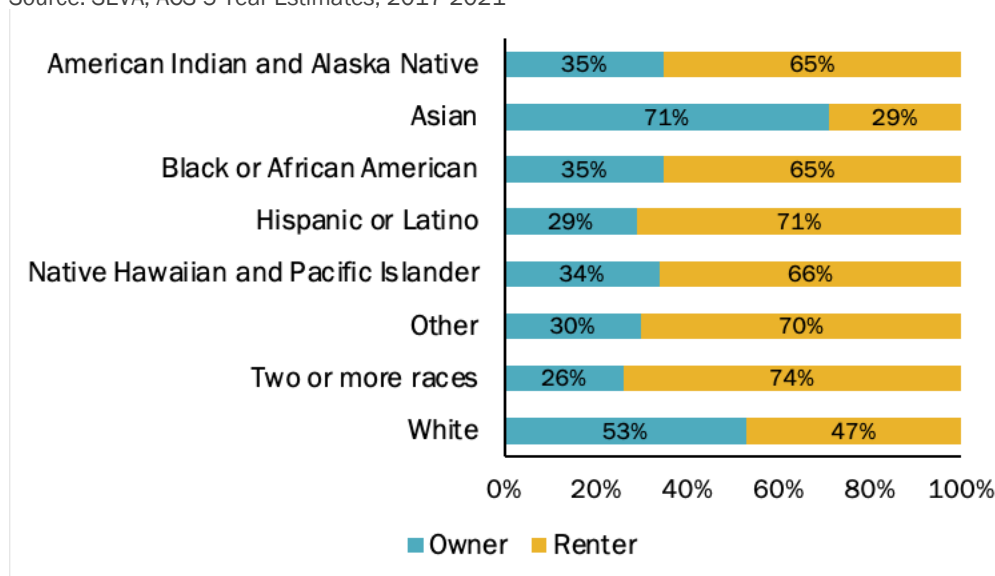
Note: 'Cost burdened' here refers to households spending between 30-49% of household income for housing costs. 'Severely cost burdened' refers to households spending 50% or more of household income for housing costs.



In the City, White and Asian households are also more likely to own their homes compared to householders who are Black or African American, Hispanic or Latino, American Indian and Alaska Native, Native Hawaiian and Pacific Islander, two or more races, or another race. Higher rates of homeownership can indicate greater stability for households.

Exhibit 24. Household Tenure by Race and Ethnicity, Vancouver, 2021

Source: SEVA, ACS 5-Year Estimates, 2017-2021



Section 3. Economic Profile

Employment Growth

In 2021, Vancouver was home to nearly 100,00 jobs. The number of jobs in Vancouver has increased rapidly between 2011 and 2021, growing from 77,846 jobs in 2011 to 99,057 jobs in 2021. This increase of 21,211 jobs means that Vancouver has gained an average of 2,121 jobs per year from 2011 to 2021.

Employment Density

The City of Vancouver has several employment centers dispersed throughout the city supporting a higher concentration of jobs (see Exhibit 25 below). Vancouver's downtown area located near I-5 has the most intensive concentration of employment, with other centers around major employers like Clark College, the Port of Vancouver on the waterfront, PeaceHealth medical facilities along Mill Plain Boulevard, the Vancouver Mall and other strip shopping centers along WA-500, and technology and innovation hubs such as Vancouver Innovation Center (VIC) on the east side.

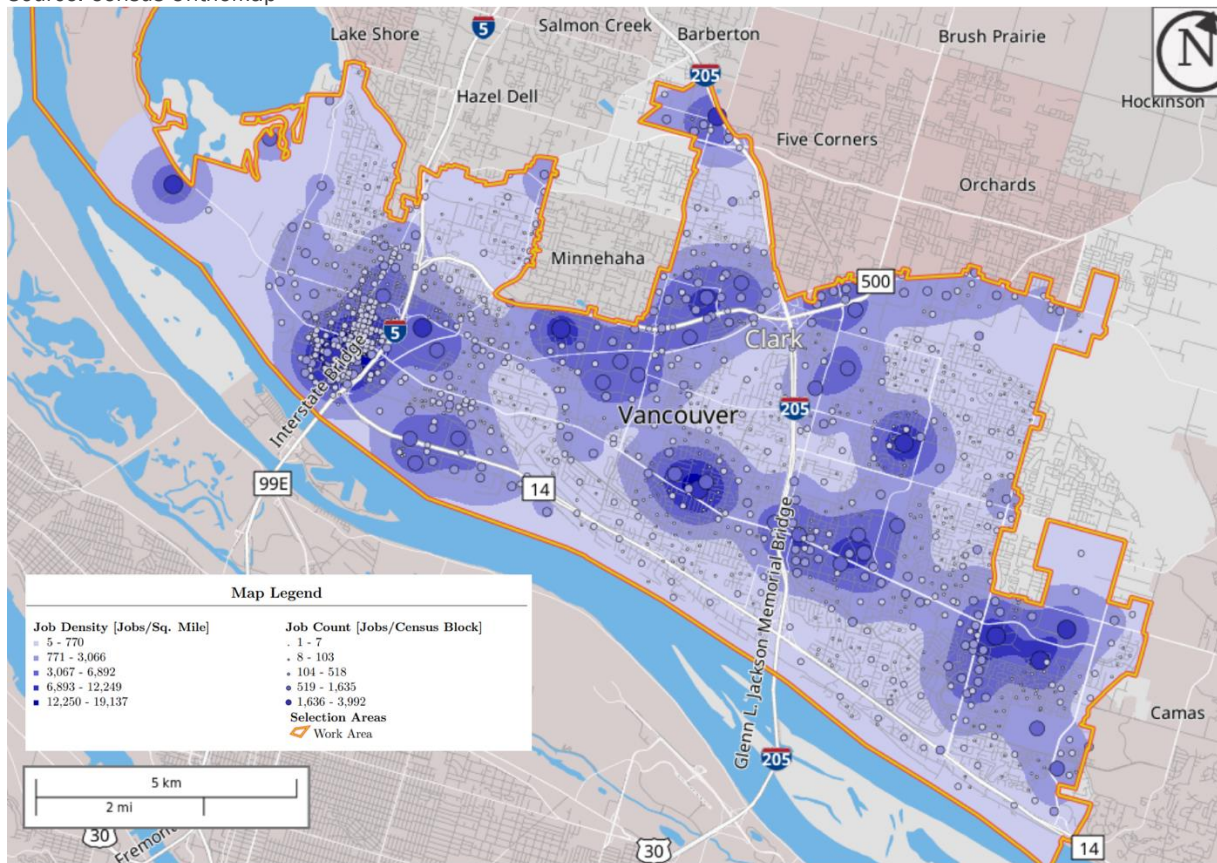
Understanding where employment is clustered and where job densities are growing can help inform employment capacity planning, where to target infrastructure investment and transit service, and can shape land use policy decisions. Public transit becomes more efficient and cost-effective as density levels in transit corridors increase and become more optimal to support transit service ridership. In addition, it is most efficient to coordinate job clusters to be located near housing that would best serve working age population needs.

LEHD Origin-Destination Employment Statistics (LODES) data used to analyze employment density does not fully account for remote workers, since it registers the location of an employer by address but “does not have information to determine whether a job is remote work or whether the worker physically travels to this location for the worker's regular duties. Some workers may never physically attend the employment location while others may go irregularly, and a worker's travel situation may change from year to year.”²⁰ In many cases, employers may have full or partially remote workers whose jobs are counted at their physical location.

²⁰ US Census Bureau, “OnTheMap Help and Documentation,” <https://lehd.ces.census.gov/applications/help/onthemap.html#!faqs#25>.

Exhibit 25. Counts and Density of All Jobs, Vancouver, 2020

Source: Census OnTheMap



Commute Patterns

Regional commuting patterns and workforce trends are interconnected and changing. Employment trends and commuting patterns can provide insight on the needs of workers today and into the future. Employment plays an important role in where people live, and it can influence where people move. If the data show that many people are commuting into the city for work, it could indicate that the city does not have enough housing to accommodate its workforce or enough housing that meets their needs and affordability levels.

Prior to the COVID-19 pandemic, many workers traveled to in-person jobs located in central business districts five days a week. Current trends allow for greater locational flexibility and a variety of hybrid schedules, although commute distances can still impact where residents can seek employment opportunities. As such, jobs that require some level of in-person work may be more or less accessible to potential workers depending on the distance from residential areas.

This section describes the commute patterns of Vancouver residents and workers. The neighboring jurisdictions and unincorporated areas included in these data are those where people made the most trips to and from Vancouver. These areas, referred to in this section as

“comparison geographies”, include Portland, Hillsboro, Gresham, Camas, Battle Ground, Wilsonville, Milwaukie, Camas, Hazel Dell, Salmon Creek, and Beaverton. This analysis is limited to jurisdictions and unincorporated areas in Clark County and adjacent counties to control for primarily in-person commuting and to avoid capturing fully remote workers who may live a farther distance from Vancouver.

Key findings for commuting patterns include:

- **About a third of Vancouver workers live in Vancouver –a higher share of workers who both live and work in the city (34%) than all nearby jurisdictions except Portland.** Vancouver’s residents are more likely to work in Vancouver than surrounding geographies. Vancouver workers are also more likely to be residents of Vancouver than any other single location in the area.²¹
- **Since 2010, the size of Vancouver’s workforce and population has grown overall, while the share of people who commute to and from the city has stayed about the same, indicating that Vancouver has proportionately attracted both residents and workers** (see Exhibit 28 and Exhibit 29 below). In 2020, Vancouver had the second largest workforce among comparison geographies, after Portland. This grew 26% since 2010, with a slight dip from 2019 to 2020 in total workers and residents. This may indicate larger economic and population trends during the onset of the COVID-19 pandemic.
- **The second largest workplace destination for Vancouver residents is Portland and the second largest home destination for Vancouver workers is unincorporated Clark County.** The share of workers commuting from Vancouver to other destinations in Clark County increased since 2010.
- **Vancouver workers and residents had relatively short commutes in 2020 compared with other regional cities.** Of comparison geographies, workers commuting to Vancouver had the second shortest commute in 2020 (after Beaverton), and residents commuting from Vancouver had the fourth shortest distance in 2020 (with Beaverton, Milwaukee, and Portland residents all having shorter commutes). The average commute distance for Vancouver residents was 10.8 miles in 2020, while

²¹ In comparison, the City of Seattle has around 64%, the City of Spokane has nearly 55%, the City of Bellevue has almost 24%, and the City of Tacoma has almost 30% of persons living and working in the same city in 2020.

the average distance for workers at jobs in Vancouver was just over 11 miles – the second shortest among comparison cities.

- **Vancouver workers commuting for work tend to live in areas further north of the City.** In contrast, Vancouver residents commuting to work tend to commute to destinations south of Vancouver such as to Portland, Gresham, and Tigard (see Exhibit 26 and Exhibit 27 below).

Vancouver is part of a connected regional economy, with residents of the city working in different locations across Clark and surrounding counties (particularly in Portland).

Vancouver is also an important contributor to this regional economy through its major institutions and employment hubs. The city draws in workers from across the area, with commuters traveling from suburban areas of Clark County and beyond.

The maps below depict two-dimensional density regions, which are broken out into four tiers. These can be best described as representing the smallest area that can contain 99%, 95%, 80%, and 50% of all commutes to or from Vancouver. These types of cartographic representations are best used as generalizations of spatial concentrations of points, and since these percentage values can often be confusing or abstract for the general reader, we have re-labelled them to "High" and "Low" at the 99% and 50% tiers.

Exhibit 26. Workplace Location of Vancouver Residents, 2020

Source: LODS, 2010-2020

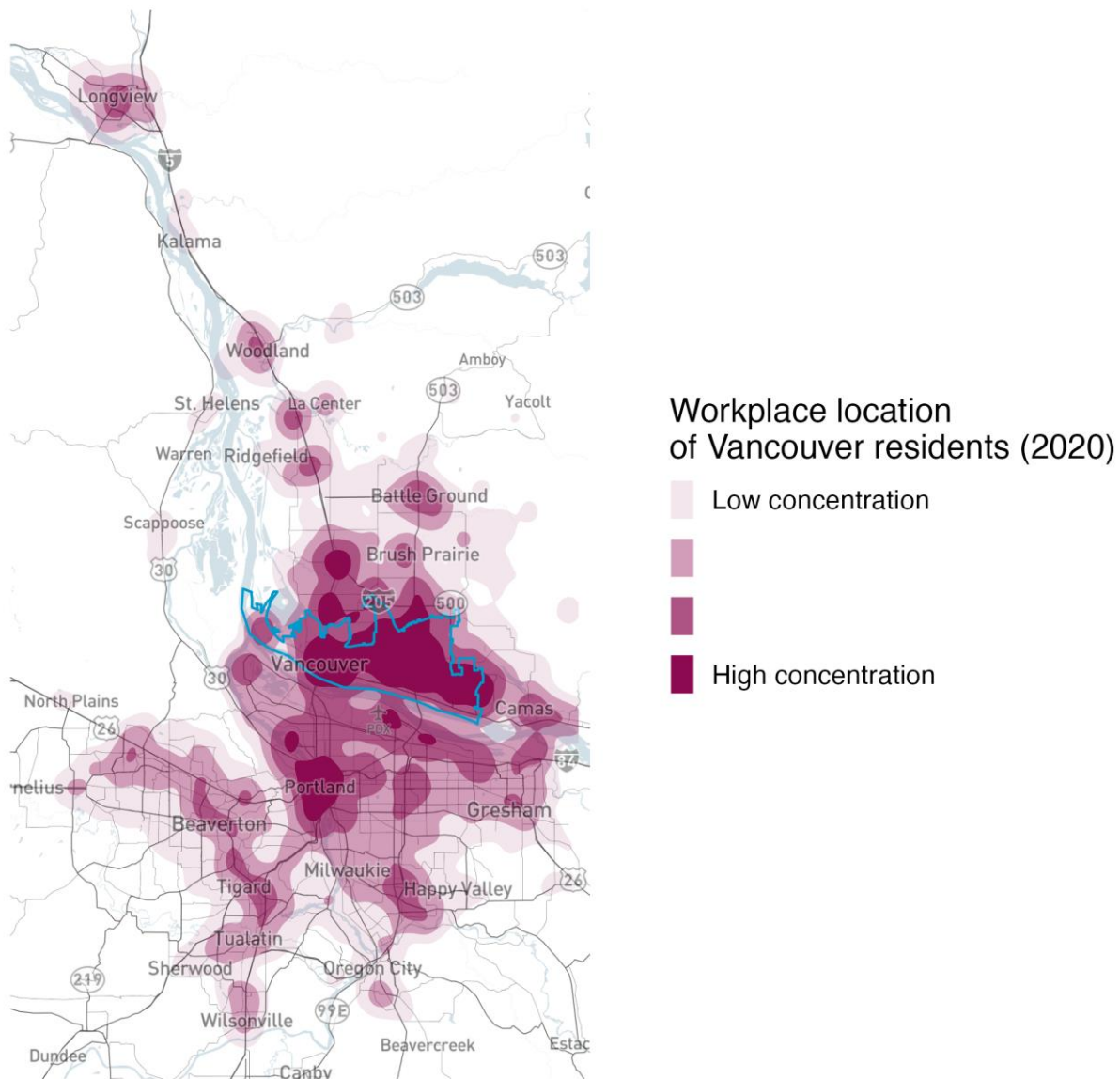
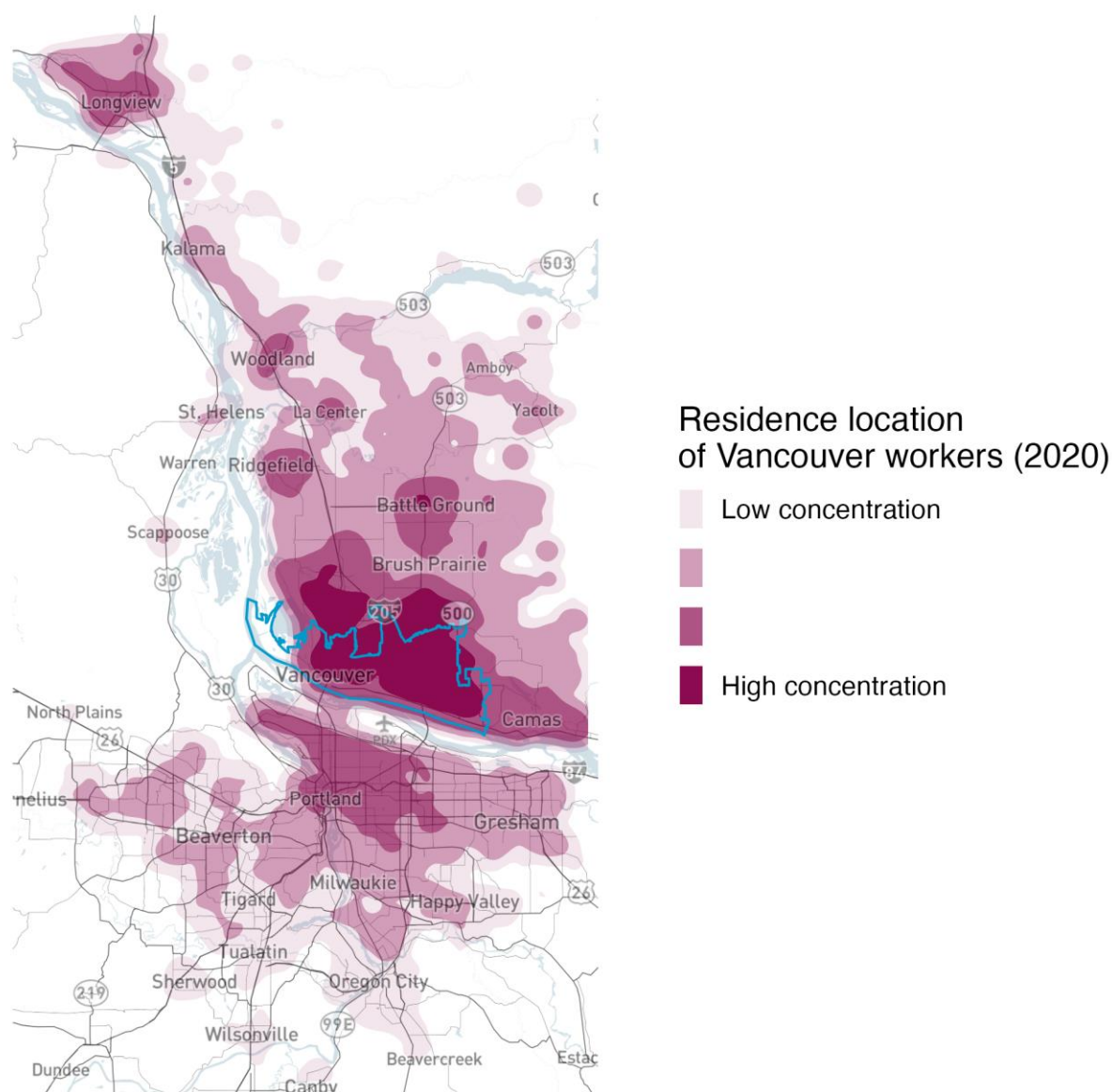


Exhibit 27. Residence Location of Vancouver Workers, 2020

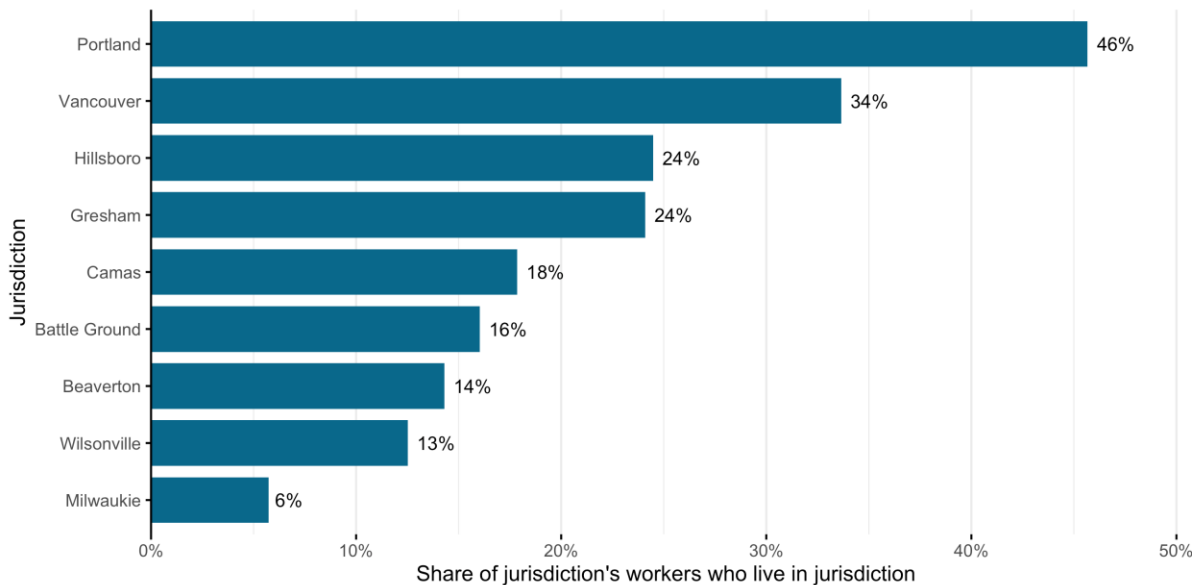
Source: LODS, 2010-2020



Of comparison geographies in the region, Vancouver had the second largest share of workers who both live and work in the city (34%) after Portland in 2020 (see Exhibit 28 below). Other cities and towns in the area saw much lower shares of workers who lived within the same location, particularly smaller jurisdictions to the south of Portland like Milwaukie and Wilsonville.

Exhibit 28. Share of Workers Living and Working in the Same Jurisdiction, Vancouver and Surrounding Cities, 2020

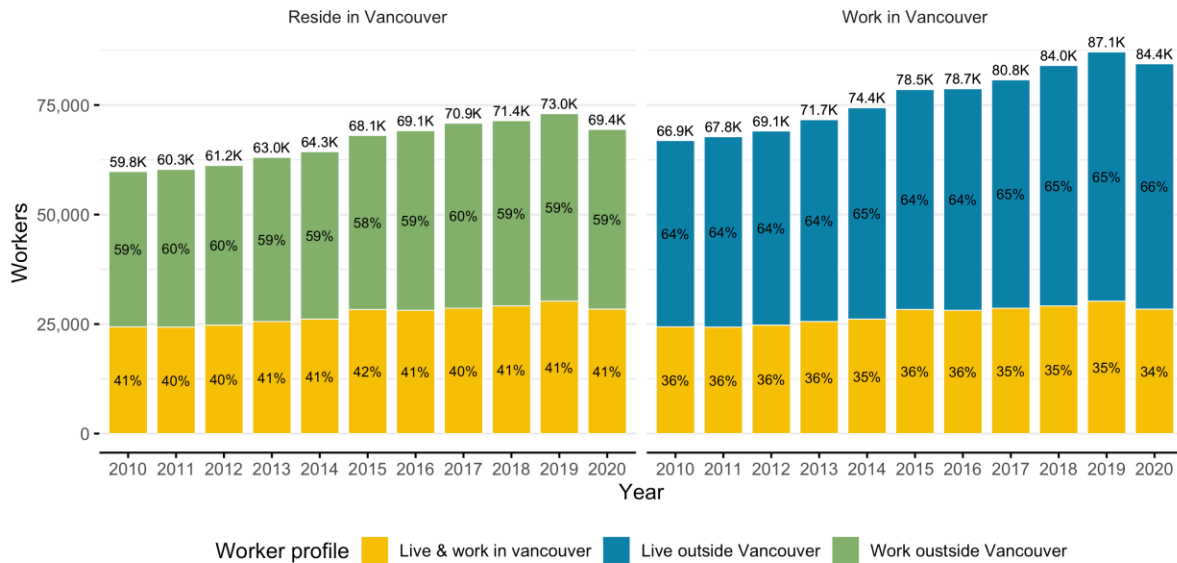
Source: LODES, 2010-2020



In Vancouver, the total number of both residents and workers grew overall between 2010 and 2020 (with a slight decline in 2020 from previous years), as shown in Exhibit 29. The share of the population both living and working in the city remained about the same from 2010 to 2020, indicating that Vancouver has proportionately attracted both groups. In 2020, Vancouver had 84,413 workers, the second largest workforce among comparison geographies in this analysis, after Portland (with 396,692 workers in 2020). This grew 26% since 2010, from 66,898 to 84,413 workers (by 17,515 workers). However, in 2020 the city saw a slight decline in both residents and workers for the first time in the ten-year period. This may indicate larger economic and population trends during the onset of the COVID-19 pandemic, including a national spike in unemployment, an increase in early retirements, and relocation in response to greater locational flexibility.

Exhibit 29. Share of Residents and Workers Living and Working in Vancouver, 2010-2020

Source: LODS, 2010-2020

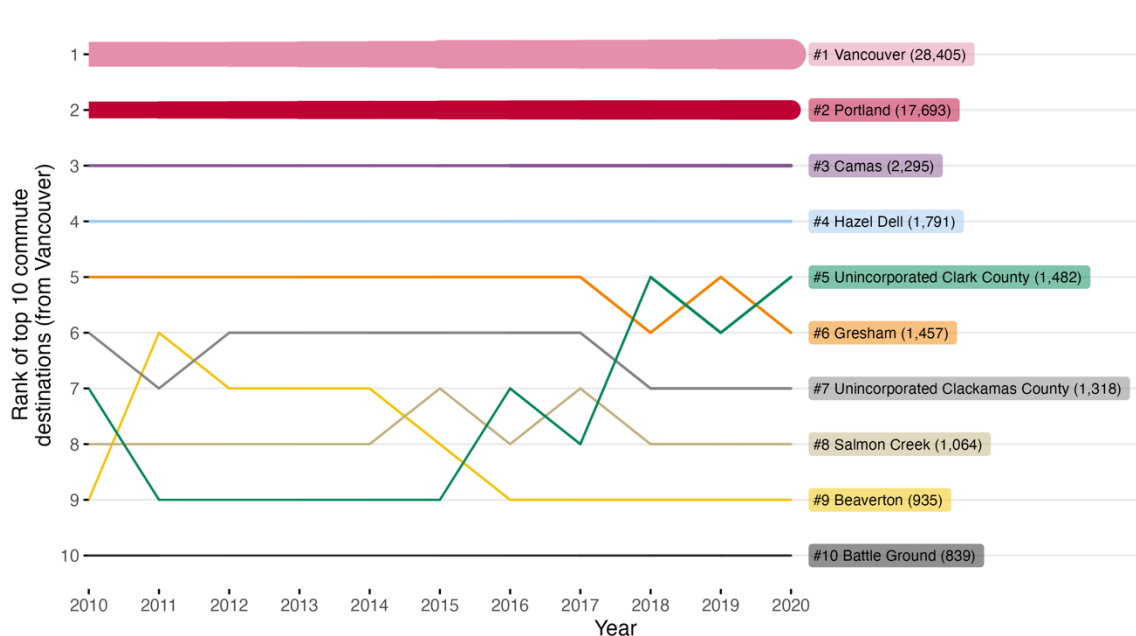


Vancouver's residents are more likely to work in Vancouver than any other single location in the area. The second largest *destination* for Vancouver residents is Portland, followed to a lesser extent by Camas, Hazel Dell, and unincorporated Clark County (Exhibit 30). Top destinations have remained steady since 2010, although the share of workers commuting to destinations in Clark County increased.

Exhibit 30. Top Commute Destinations from Vancouver, 2010-2020

Source: LODS, 2010-2020

Note: Heavier line weights indicate the larger number of commuters shown in parentheses on the right of each destination.

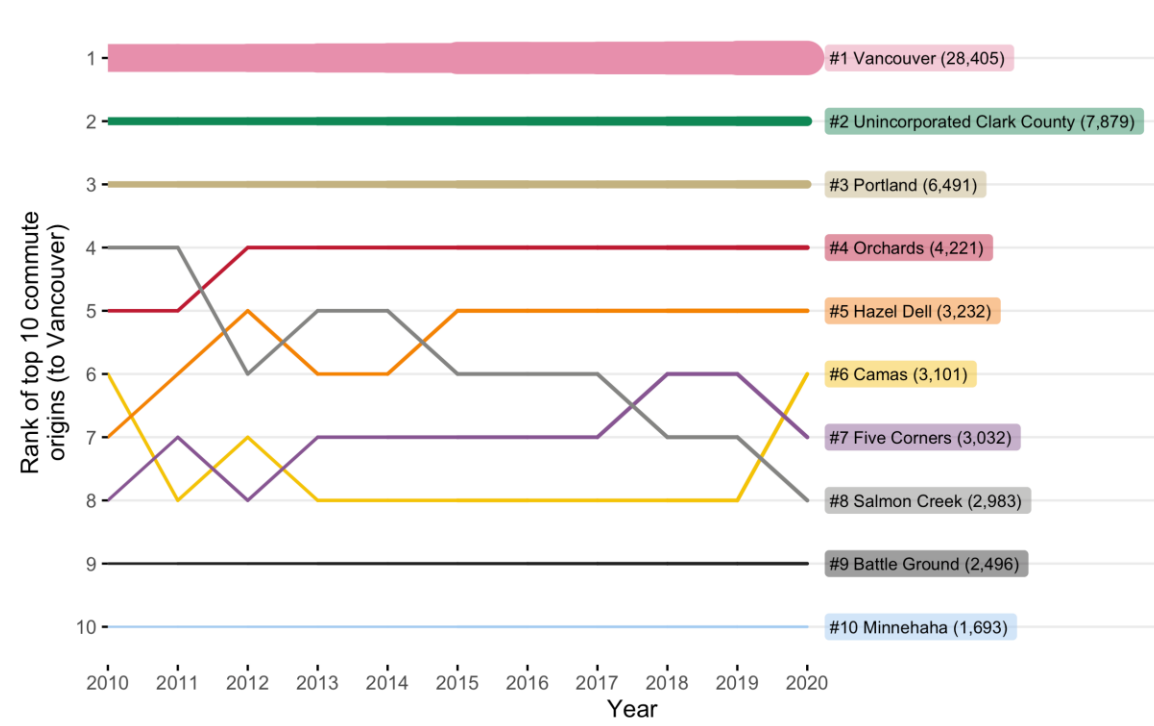


Vancouver workers are also more likely to be residents of Vancouver than any other single location in the area. Residents of unincorporated Clark County are the largest group of workers *commuting into* Vancouver, followed closely by those working in Portland (Exhibit 31). To a lesser extent, workers also commuted from smaller cities in Clark County and surrounding counties.

Exhibit 31. Top Commute Origins to Vancouver, 2010-2020

Source: LODS, 2010-2020

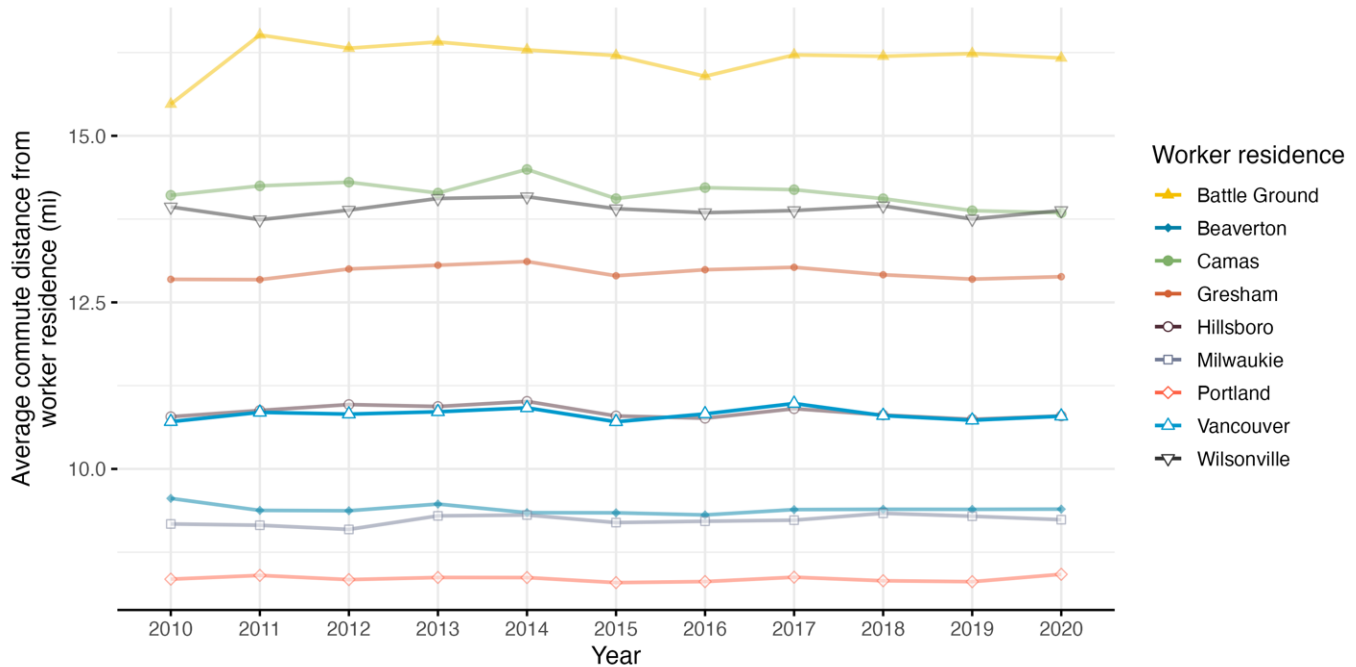
Note: Heavier line weights indicate the larger number of commuters shown in parentheses on the right of each origin



Residents commuting *from* Vancouver had the fourth shortest distance in 2020 (with Beaverton, Milwaukie, and Portland residents all having shorter commutes), at about 10.8 miles on average (Exhibit 32). This fluctuated only slightly between 2010 and 2020.

Exhibit 32. Average Commute Distance from Worker Residence, Vancouver and Surrounding Cities (Residents), 2010-2020

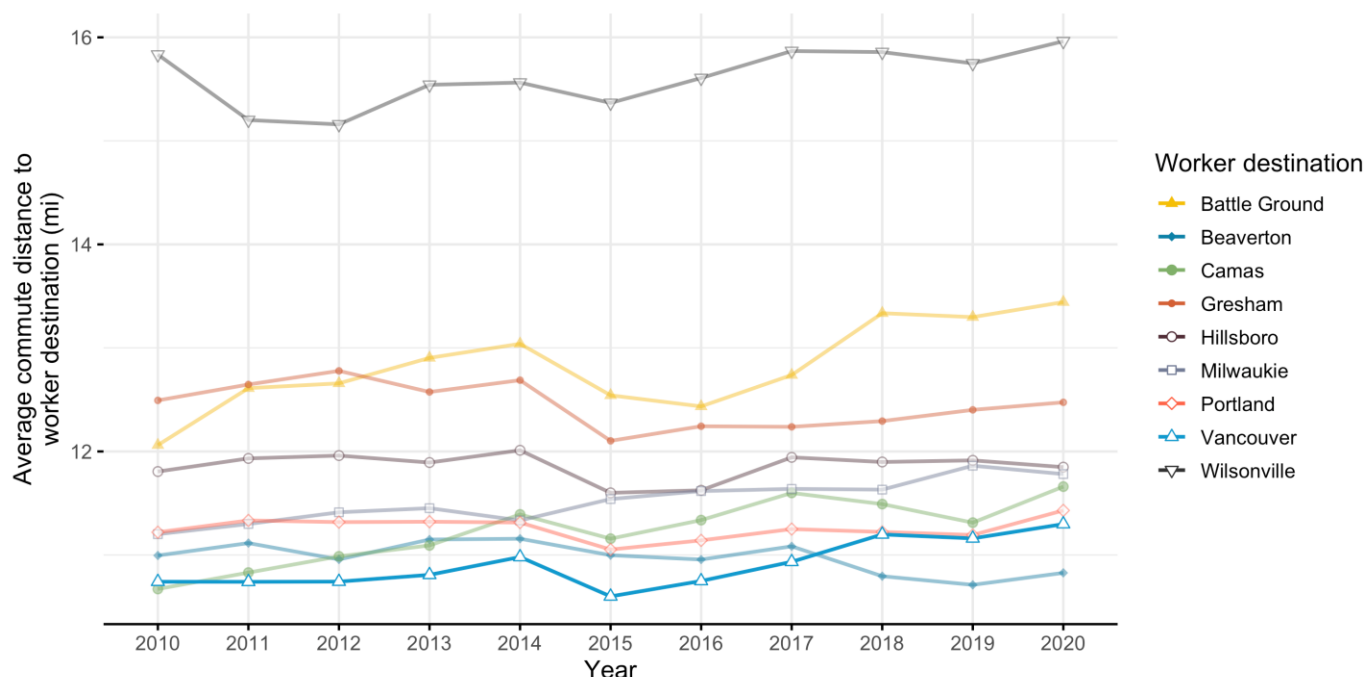
Source: LODS, 2010-2020



Of comparison geographies, workers commuting to Vancouver for work had the second shortest commute in 2020 (commuters to Beaverton had the shortest), at just over 11 miles on average (Exhibit 33). The average commute for Vancouver workers grew slightly since 2010 by about 0.5 miles.

Exhibit 33. Average Commute Distance to Worker Destination, Vancouver and Surrounding Cities (Workers), 2010-2020

Source: LODS, 2010-2020



Regional Employment

As the largest city in Clark County and the second largest in the Portland metropolitan region, regional trends are an important factor for Vancouver. Because employment data often includes confidentiality requirements to protect identifiable information about businesses and workers, many data points related to industry employment and wages are only publicly available at the County level. This section provides a connection between available County and regional data to provide context to the employment landscape in Vancouver.

Employment Composition

Exhibit 34 shows the share of employment by industry in both Vancouver and the Portland region. Service-based industries were particularly strong in Vancouver in 2020. In both the city and the region, healthcare and social assistance were clear standouts in employment, with the industry offering nearly one in five jobs in the city. Other industries that represented some of the largest shares of employment for the city and at a greater extent than the metro overall included retail trade, educational services, and accommodation and food services.

Many of the residents employed in retail trade and accommodation and food services industries receive low or moderate wages and require housing affordable at 50 to 80 percent Median Income,²² which is typically not developable without some level of subsidy or incentives. Nearly 18 percent of Vancouver residents are employed in these service industry jobs, which gives a sense of the amount of affordable housing needed in the city.

Exhibit 34. Share of Employment by Industry, Vancouver and the Portland 4-County Metro Area (Region)
Source: LODS 2020

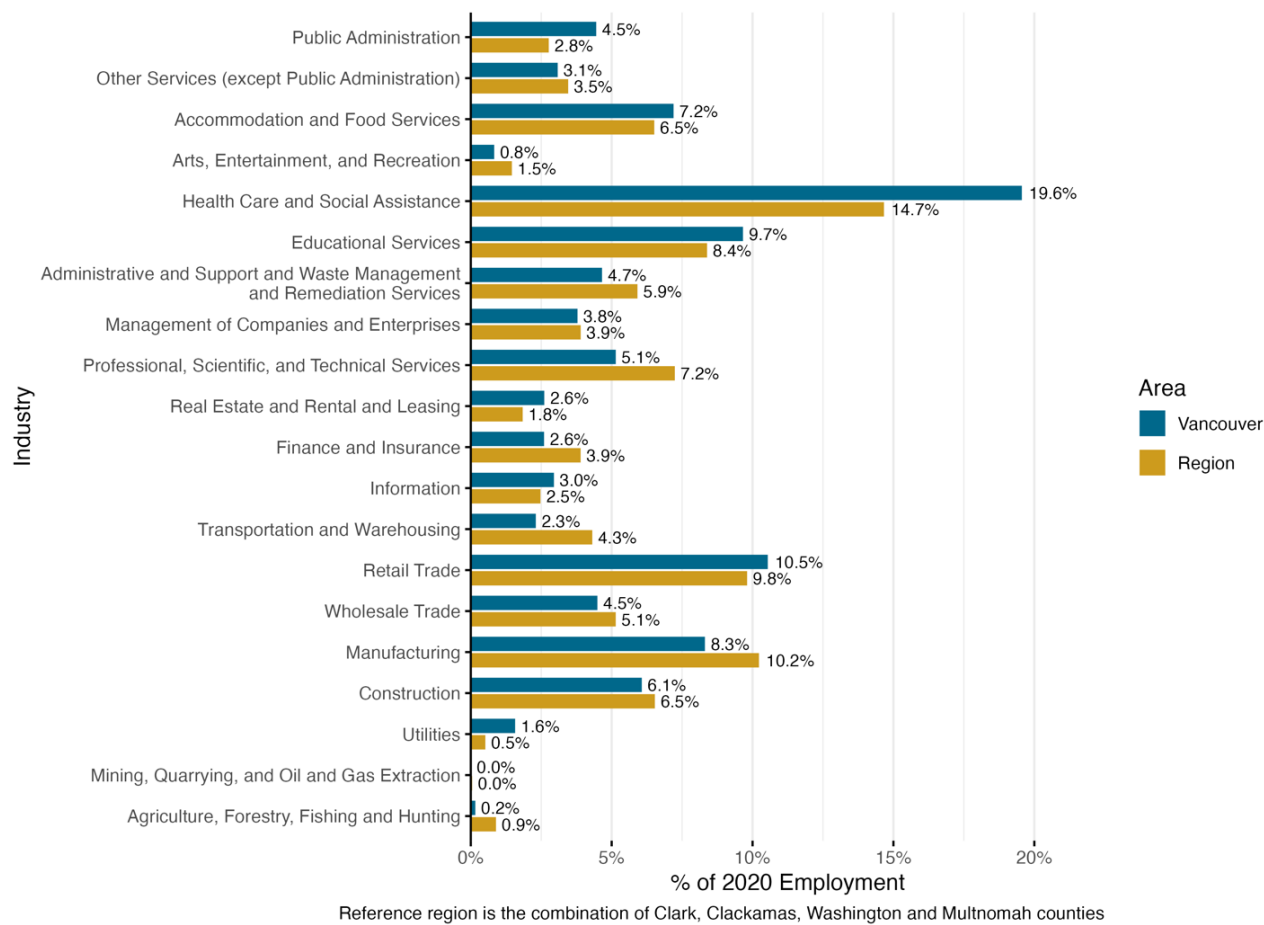


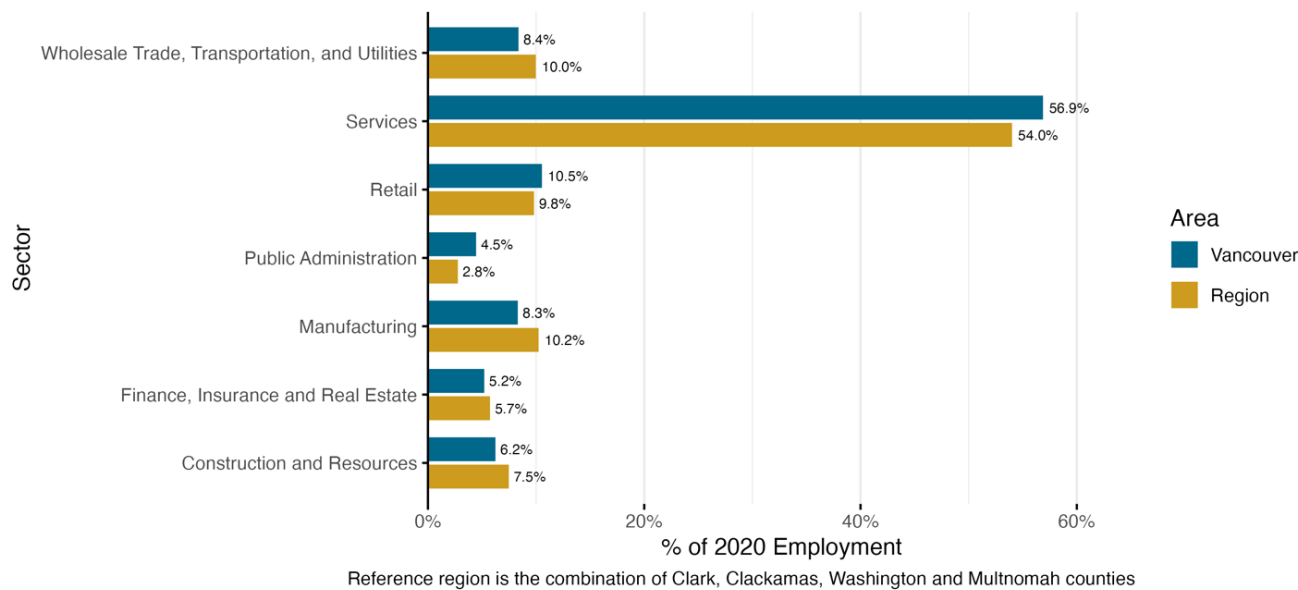
Exhibit 35 further emphasizes the divide in Vancouver and the region between service industries and all other groups, with over half of jobs in both geographies falling into one of

²² <https://clark.wa.gov/sites/default/files/media/document/2022-06/Apr%202022%20Income%20Mar%202022%20FMR%20%20Jun%202022%20HOME%20Limits.pdf>

these sectors. Manufacturing and construction had relatively high employment in the city but are below the regional average in their share of employment.

Exhibit 35. Share of Employment by Industry Group, Vancouver and Portland 4-County Metro Area (Region)

Source: LODS 2020



Key Regional Industries

In Clark County, the industries with the largest employment in 2022 were Healthcare and Social Assistance; Government; Retail Trade; Construction; and Accommodation and Food Services. Of these industries, Government and Construction had average wages per employee above the average wage for all covered employment across the county, while Retail and Accommodation and Food Services paid below average wages. Healthcare and Social Assistance paid roughly equivalent wages with the county average.

Exhibit 36. Covered Employment Change, Clark County, 2012-2022

Source: Washington Employment Security Division

Note: The top five industries with the highest share of covered employment in 2022 are shown in **bold** and those paying above the county average wage in 2022 are highlighted in **green**

Sector	2012	2022	Share of Total Jobs (2022)	Average Wage (2022)	Change 2012 to 2022		
					Difference	Percent	AAGR
Management of companies and enterprises	1,193	3,576	2.0%	\$111,725	2,383	200%	11.6%
Construction	7,964	16,986	9.7%	\$71,499	9,022	113%	7.9%
Finance and Insurance	3,781	6,451	3.7%	\$112,277	2,670	71%	5.5%
Educational Services	951	1,613	0.9%	\$38,791	662	70%	5.4%
Health Care and Social Assistance	18,074	27,639	15.7%	\$64,412	9,565	53%	4.3%
Professional, Scientific, and Technical Service	6,692	10,169	5.8%	\$99,988	3,477	52%	4.3%
Information	2,540	3,856	2.2%	\$107,469	1,316	52%	4.3%
Accommodation and Food Services	10,241	14,831	8.4%	\$27,491	4,590	45%	3.8%
Administrative and waste services	6,777	9,719	5.5%	\$58,585	2,942	43%	3.7%
Real estate and rental and leasing	2,158	3,078	1.8%	\$59,398	920	43%	3.6%
Retail trade	14,646	19,139	10.9%	\$42,261	4,493	31%	2.7%
Transportation and Warehousing	2,917	3,548	2.0%	\$72,086	631	22%	2.0%
Manufacturing	12,072	14,333	8.2%	\$71,970	2,261	19%	1.7%
Wholesale Trade	6,042	6,953	4.0%	\$92,968	911	15%	1.4%
Government	23,026	25,856	14.7%	\$71,555	2,830	12%	1.2%
Agriculture, Forestry, Fishing and Hunting	631	594	0.3%	\$48,781	-37	-6%	-0.6%
Arts, Entertainment, and Recreation	2,268	2,001	1.1%	\$32,835	-267	-12%	-1.2%
Other services, except public administration	7,760	5,374	3.1%	\$49,730	-2,386	-31%	-3.6%
Not Elsewhere Classified	109	136	0.1%	\$178,803	n/a	n/a	n/a
Total	129,842	175,852	100%	\$66,824	46,010	35%	3.1%

Largest Employers

Local leaders and economic development organizations benefit from having a detailed understanding of the top employers in their county, where those employers' facilities are located, and the industries they represent. This knowledge enables strategic decisions about policies, infrastructure investments, workforce development initiatives, and business attraction efforts that will support the county's economic health. For example, knowing the largest private sector industries and companies can inform technical training programs at local colleges and high schools. Understanding employer geography can also guide transportation infrastructure enhancements to improve access to job centers.

Regional Target Industry Clusters

In 2018, Clark County's economic development corporation CREDC established five target industry clusters in its 5-year action plan, including:

Computers and Electronics
Software
Clean Tech
Metals and Machinery
Life Sciences

As CREDC updates its strategic plan (concurrently with the Vancouver Comprehensive Plan), these sectors may evolve based on post-pandemic trends and other macroeconomic changes.

Many of the largest employers in Clark County are based in Vancouver and represent key industries like healthcare, technology, and education, including PeaceHealth, Vancouver Public Schools, the Vancouver Clinic, Bonneville Power Administration, and HP. Some employers have locations both in Vancouver and elsewhere in the region but maintain the majority of their facilities in the city. These large employers indicate clusters in line with those

identified by CREDC's strategic sectors identified through industry analysis, including computers and electronics, and life sciences.²³

Exhibit 37. Top 10 Employers in Clark County, WA, 2020

Source: Columbia River Economic Development Council

Employer	Total Employees	Industry	Location
PeaceHealth	4,415	Healthcare	Multiple (based in Vancouver)
Vancouver Public Schools	3,178	Education	Vancouver
Evergreen Public Schools	2,698	Education	Vancouver
The Vancouver Clinic	1,526	Healthcare	Multiple (based in Vancouver)
Bonneville Power Administration	1,124	Energy	Vancouver
Kaiser Permanente	1,088	Healthcare	Multiple (based in Vancouver)
Hewlett-Packard	1,050	Technology	Vancouver
Clark College	1,023	Education	Vancouver
WaferTech	1,000	Technology	Camas
Fisher Investments	905	Finance	Camas

Analysis of Business Changes

The geographic distribution of employment has important implications for understanding how changing trends can have an impact on neighborhoods within Vancouver, as well as more localized commuting and transportation needs. Exhibit 38 identifies the change in employment between 2010 and 2020 for individual census tracts in the city, as well as the number of employees in 2020. Darker green circles indicate the highest level of growth in these tracts, while darker pink circles indicate stronger levels of decline in employment.

The areas with the strongest growth and total employment include tracts around Downtown Vancouver (near the intersection of the Columbia River and I-5), the Vancouver Innovation Center (on the city's east side), and tracts near I-205 which are home to major employers like PeaceHealth, Evergreen High School, and retail plazas. The large tract on the west side of Vancouver also saw growth, which is home to a large industrially zoned parcels and the Bonneville Power Administration (another major regional employer).

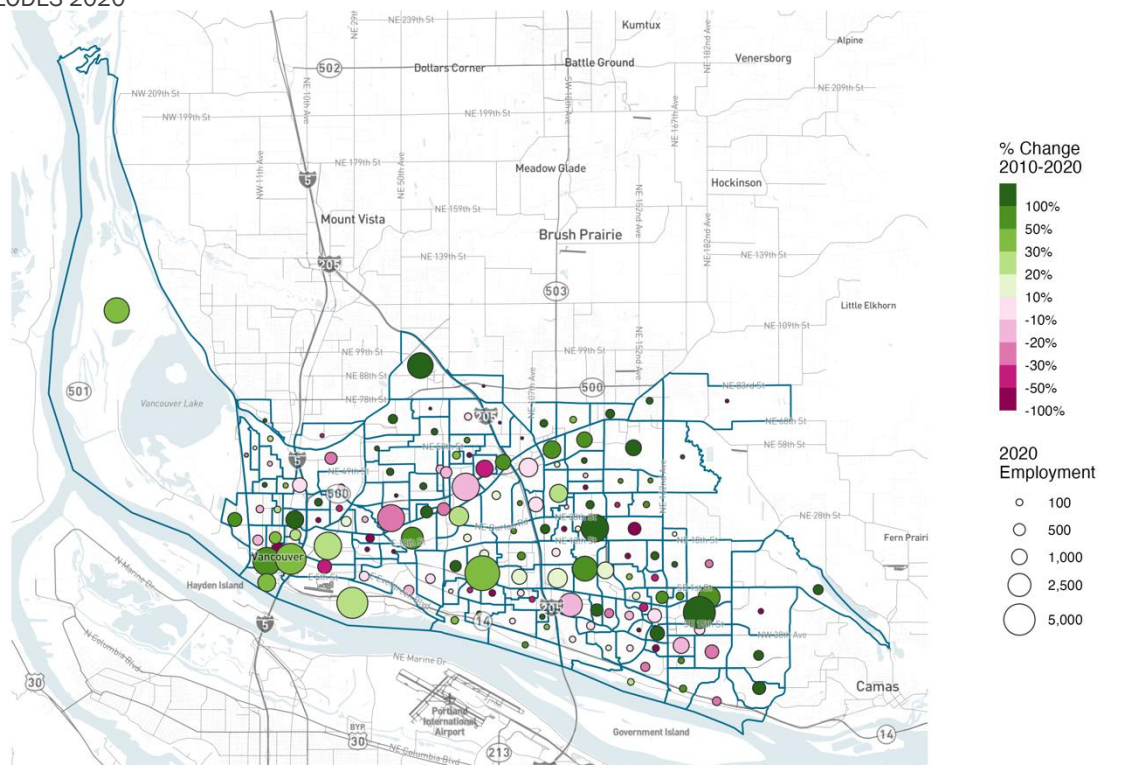
Areas that saw the most decline in employment are dispersed throughout Vancouver, and particularly those along Fourth Plain Boulevard and WA-500 which runs diagonally between I-5 and I-205. The areas are home to the Vancouver Mall and other traditional suburban-

²³ CREDC, "Industry Analysis," <https://credc.org/industry-analysis/>.

style retail centers which did not fare well nationwide at the onset of the COVID-19 pandemic.

Exhibit 38. Change in Employment by Census Tract, Vancouver, 2010-2020

Source: LODS 2020



Business Formation

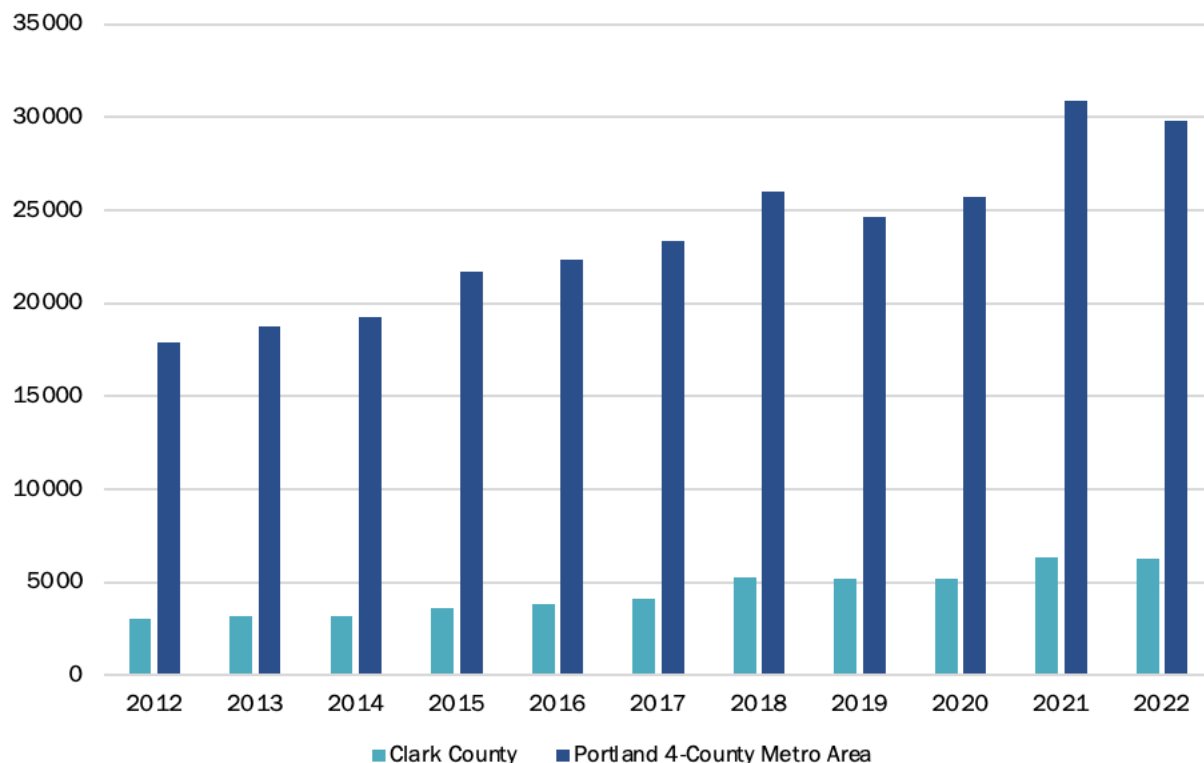
In 2022, 6,241 new business applications were filed in Clark County, growing steadily by more than double (106 percent) from the 3,031 business applications filed in 2012. The growth rate for the four-county area over this time period was only 58 percent, potentially indicating that Clark County has been successfully growing in their ability to attract new firms relative to the region. This could also point to a growth in small businesses and startups rather than the relocation of large employers, following national trends seen in entrepreneurship since 2020.²⁴ Applications in Clark County accounted for approximately 26 percent of all new

²⁴ Ryan A. Decker and John Haltiwanger, "Surging Business Formation in the Pandemic: Causes and Consequences?," Brookings, September 27, 2023, <https://www.brookings.edu/articles/surging-business-formation-in-the-pandemic-causes-and-consequences/>.

firms started within the four-county metro area (including Clark, Clackamas, Multnomah, and Washington Counties) in 2022.

Exhibit 39. Annual Business Applications, Clark County and 4-County Portland Metro (Clark, Multnomah, Washington, and Clackamas Counties), 2012–2022

Source: US Census Bureau, Business Formation Statistics. Note: This data is only available at the county level.

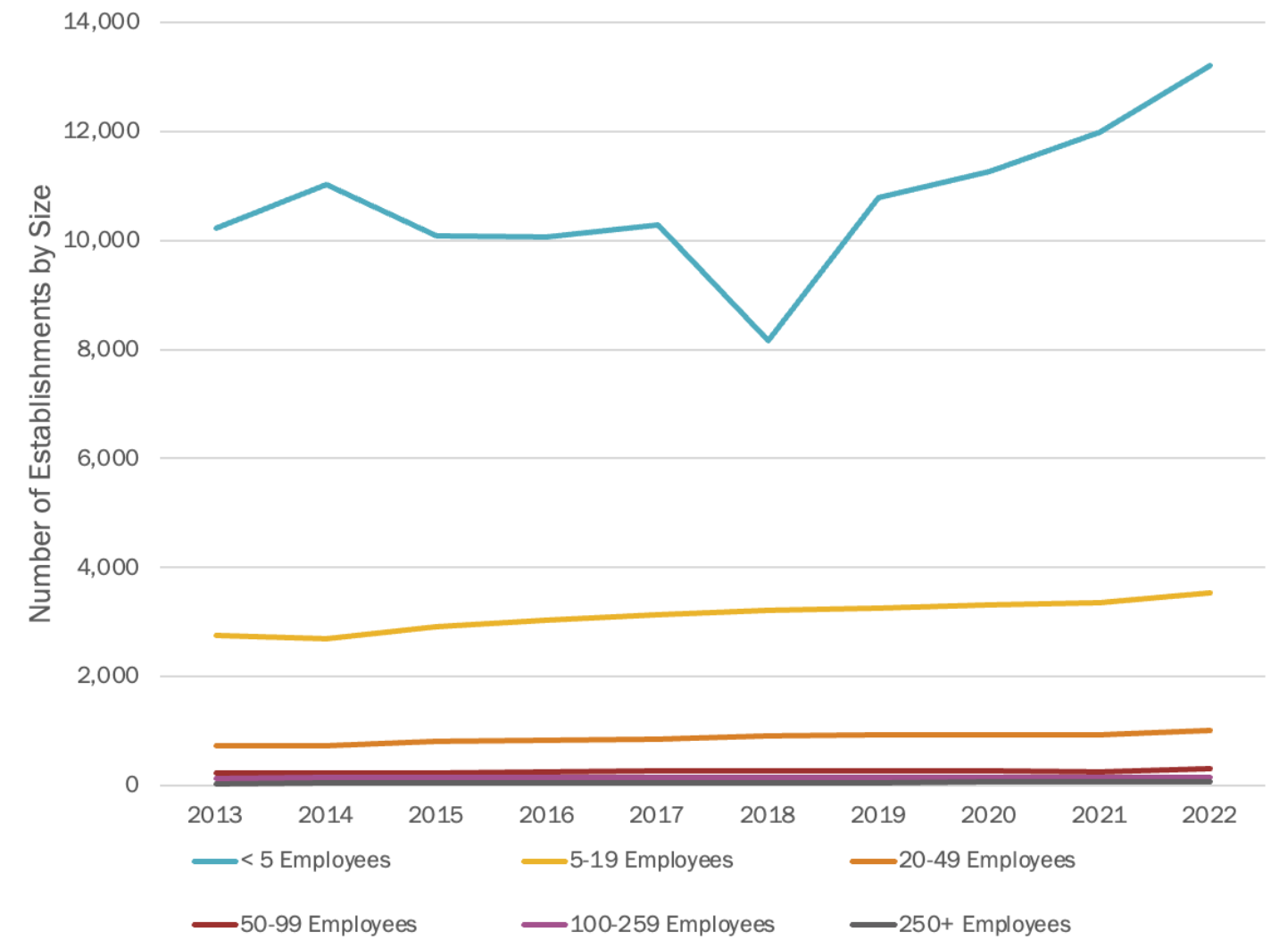


Clark County has seen a notable growth in the number of small firms (those with less than five employees) since 2018 (Exhibit 40), representing a resurgence after the number of small firms declined in the early 2010's. Between 2020 and 2022 alone, the number of establishments in this category grew by 17 percent (1,939 new firms), indicating a post-pandemic continuation of the upward trend for startups and small businesses located in the County. The number of larger firms (with over 250 employees) also grew in this time period by 24 percent, increasing from 67 to 83 establishments. These large firms consistently comprised the greatest share of employees overall in Clark County since 2012, followed by a steady share of employment for smaller firms with between 5 and 19 workers (Exhibit 41). It is likely that the success of Clark County seen in new business formation is linked to this growth in small businesses, following

national trends seen in entrepreneurship since 2020,²⁵ while the largest firms continue to account for a larger share of total jobs.

Exhibit 40. Number of Establishments by Size, Clark County, 2013–2022

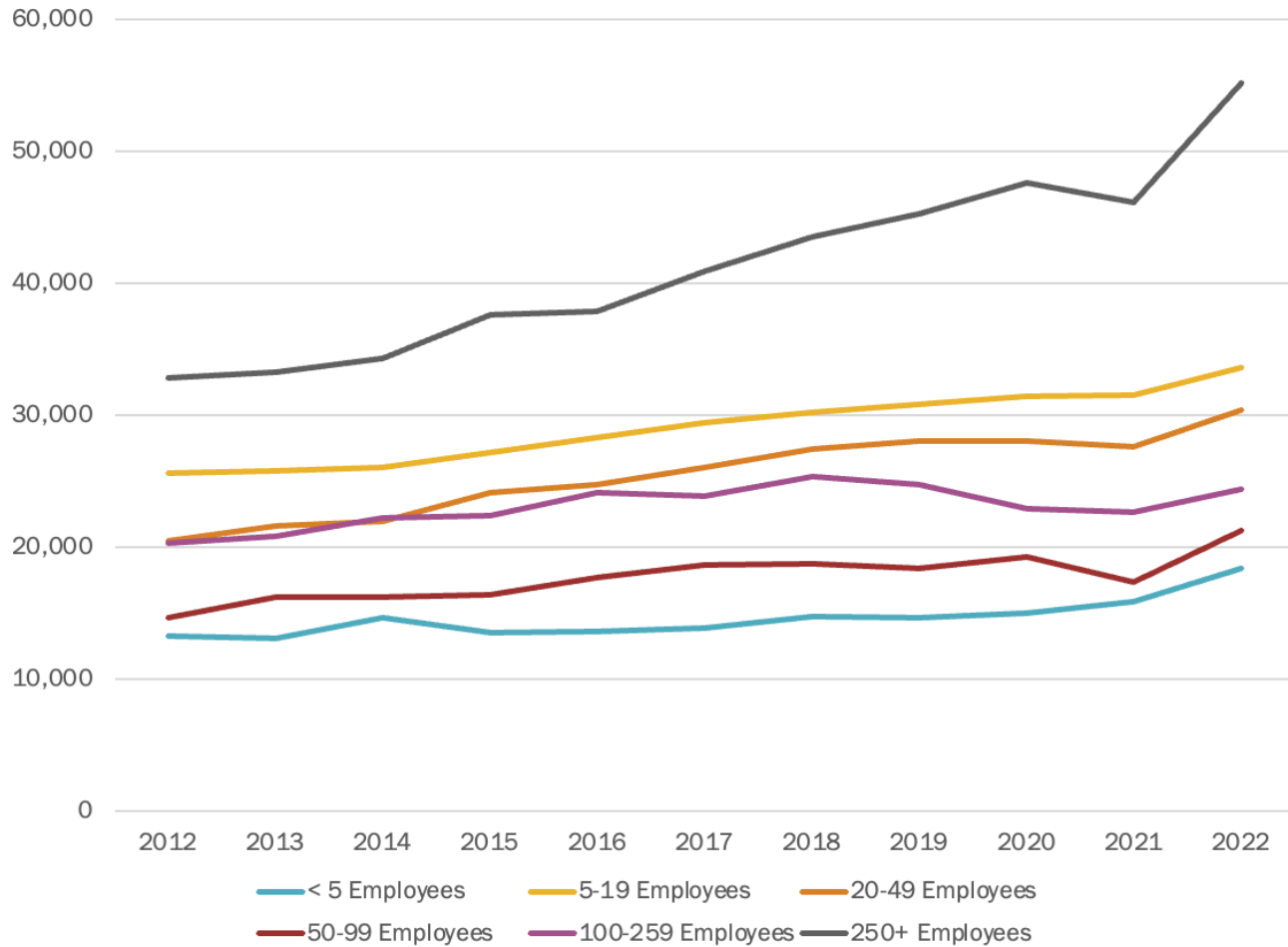
Source: Washington State Employment Security Department/Labor Market and Economic Analysis (LMEA)
Note: Data is available through Q1 2023 but not included in this graphic.



²⁵ Ryan A. Decker and John Haltiwanger, “Surging Business Formation in the Pandemic: Causes and Consequences?,” Brookings, September 27, 2023, <https://www.brookings.edu/articles/surging-business-formation-in-the-pandemic-causes-and-consequences/>.

Exhibit 41. Number of Employees by Establishment Size, Clark County, 2013–2022

Source: Washington State Employment Security Department/Labor Market and Economic Analysis (LMEA)



Taxable Retail Sales

The City of Vancouver's taxable retail sales were higher than those in other Clark County jurisdictions over the past decade, climbing up to \$6.3 billion in 2022 across all NAICS categories. The unincorporated areas of Clark County saw about half of Vancouver's taxable retail sales, totaling \$3.3 billion in 2022. All other Clark County jurisdictions were well below \$1 billion each, with Battle Ground being the highest among smaller cities at \$602 million in 2022. Despite their low total amounts compared with Vancouver and Unincorporated Clark County, the Cities of Ridgefield and La Center saw the greatest rate of change over this period. Adjusted for inflation, Ridgefield saw its taxable retail sales increase to over four times its revenue in 2012, and La Center saw its sales more than double. On a per capita basis, unincorporated areas of the county saw the greatest change in taxable retail sales proportionate to changes in population.

Exhibit 42. Total Taxable Retail Sales by Clark County Jurisdictions, 2012-2022

Source: Washington Department of Commerce, US Bureau of Labor Statistics Inflation Calculator

Note: Total revenues by year are not adjusted for inflation.

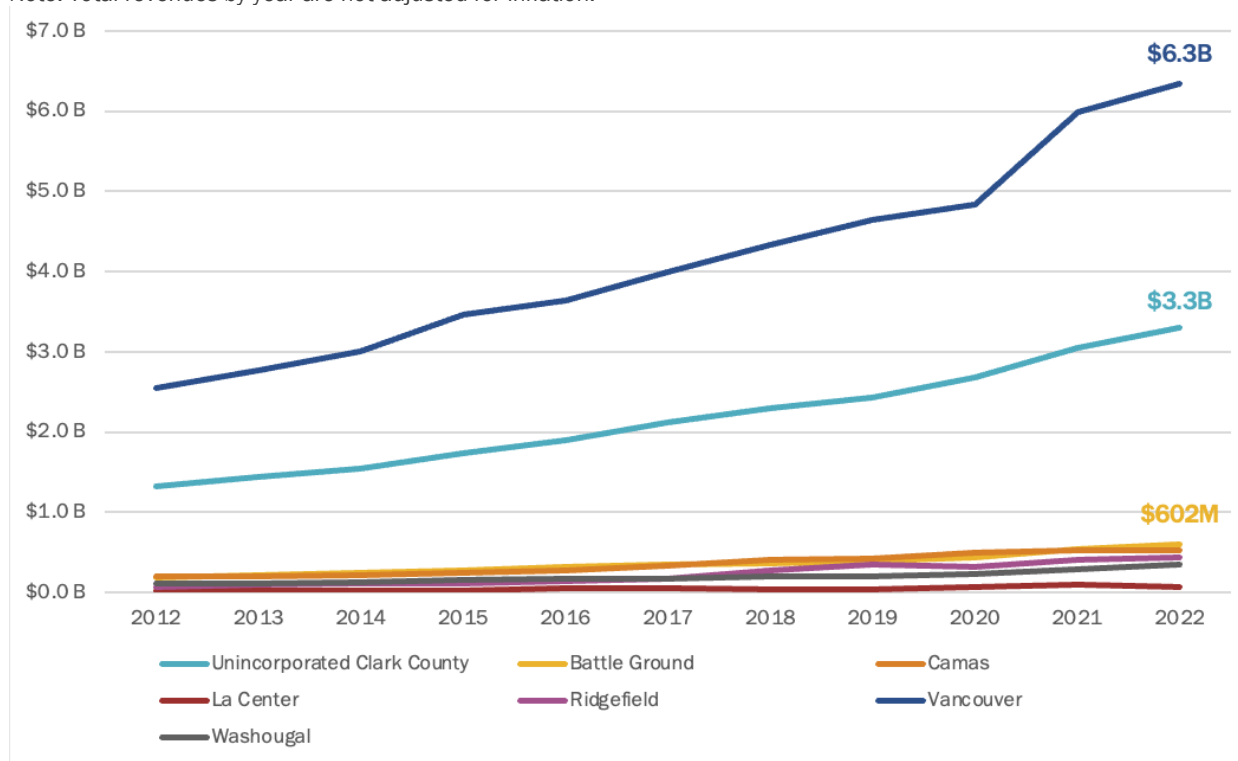


Exhibit 43. Total Taxable Retail Sales by Clark County Jurisdictions, 2012-2022 (in 2022\$)

Source: Washington Department of Commerce, US Bureau of Labor Statistics Inflation Calculator

Jurisdiction	2012 (in 2022\$)	2022	% Change 2012-2022 (adj.)	AAGR
City of Vancouver	\$3.2B	\$6.3B	95.5%	9.5%
Unincorporated Clark County	\$1.7B	\$3.3B	94.7%	9.5%
Other Jurisdictions (Total)	\$742M	\$2.0B	170.2%	17.0%
Clark County (Total)	\$5.7B	\$11.6B	105.0%	10.5%

Exhibit 44. Per Capita Taxable Retail Sales by Clark County Jurisdictions, 2012-2022 (in 2022\$)

Source: Washington Department of Commerce, US Bureau of Labor Statistics Inflation Calculator

Jurisdiction	2012 (in 2022\$)	2022	% Change 2012-2022 (adj.)	AAGR
City of Vancouver	\$20,175	\$32,119	59.2%	5.9%
Unincorporated Clark County	\$8,333	\$13,860	66.3%	6.6%
Other Jurisdictions	\$15,459	\$23,445	51.7%	5.2%
Clark County	\$17,031	\$22,362	31.3%	3.1%

Regional Industries and Employment

Tracking changes in Vancouver's location quotient (LQ) and employment growth provides valuable insights into the trajectory of the local economy. Monitoring shifts in these metrics over time shows how a city's economic makeup is evolving and whether certain sectors are growing or declining compared to broader trends. The data in this section highlights Vancouver's competitive economic advantages and identifies high-potential clusters which can be helpful to inform the City's strategies for attracting investment and talent. Exhibit 45 and Exhibit 46 provide analysis describing the location quotient, by major employment sector, for Vancouver as it relates to changes in employment for 2-digit NAICS codes which represent broad industries.

In Exhibit 45 the location quotient (y-axis) is a value that describes how concentrated an employment sector is locally relative to the four-county region. A value of 1.0 for a sector means the county is on par with the four-county region (i.e., has the same share of jobs as the state and is considered not concentrated). Values exceeding 1.0 (above the x-axis intersection) suggest industry concentration in the area. The higher the location quotient, the more concentrated the sector in the analysis areas. Employment sectors with bigger location quotients typically indicate a competitive advantage and, in turn, a higher likelihood of attracting new firms in that sector to the region. The average annual percent change in employment over the 2010 to 2020 period is denoted on the x-axis. Each major employment sector is also shown with a circle, relatively sized to indicate the number of covered jobs in each sector in 2020.

Industries in the top right quadrant (particularly those with larger levels of employment) show strong industry clusters which are both concentrated in Vancouver and growing in employment. Most of the high-level industry clusters in this group in Vancouver are service-based industries, including retail, accommodation and food services, educational services, information, real estate, and healthcare and social assistance. While public administration and utilities both remained concentrated in Vancouver in 2020, these two sectors saw a slight decline in employment, falling in the upper left quadrant of the chart. However, these losses were relatively low and indicate relative stability for both industries.

Sectors that fall in the lower right corner can show emerging industries, which are growing in employment but are not yet at a critical mass for concentration in Vancouver. Management of companies and enterprises dominated employment growth despite only accounting for a modest share of employment overall. However, the industry's quick rise in employment indicate that it will likely continue to grow in Vancouver. Construction, wholesale trade, manufacturing, administrative services, and professional, scientific and technical services all showed high potential as well, increasing their employment while nearing an LQ of 1.0.

Exhibit 45. Sector Analysis by Change in Employment, Vancouver, 2010-2020

Source: LODES 2010-2020

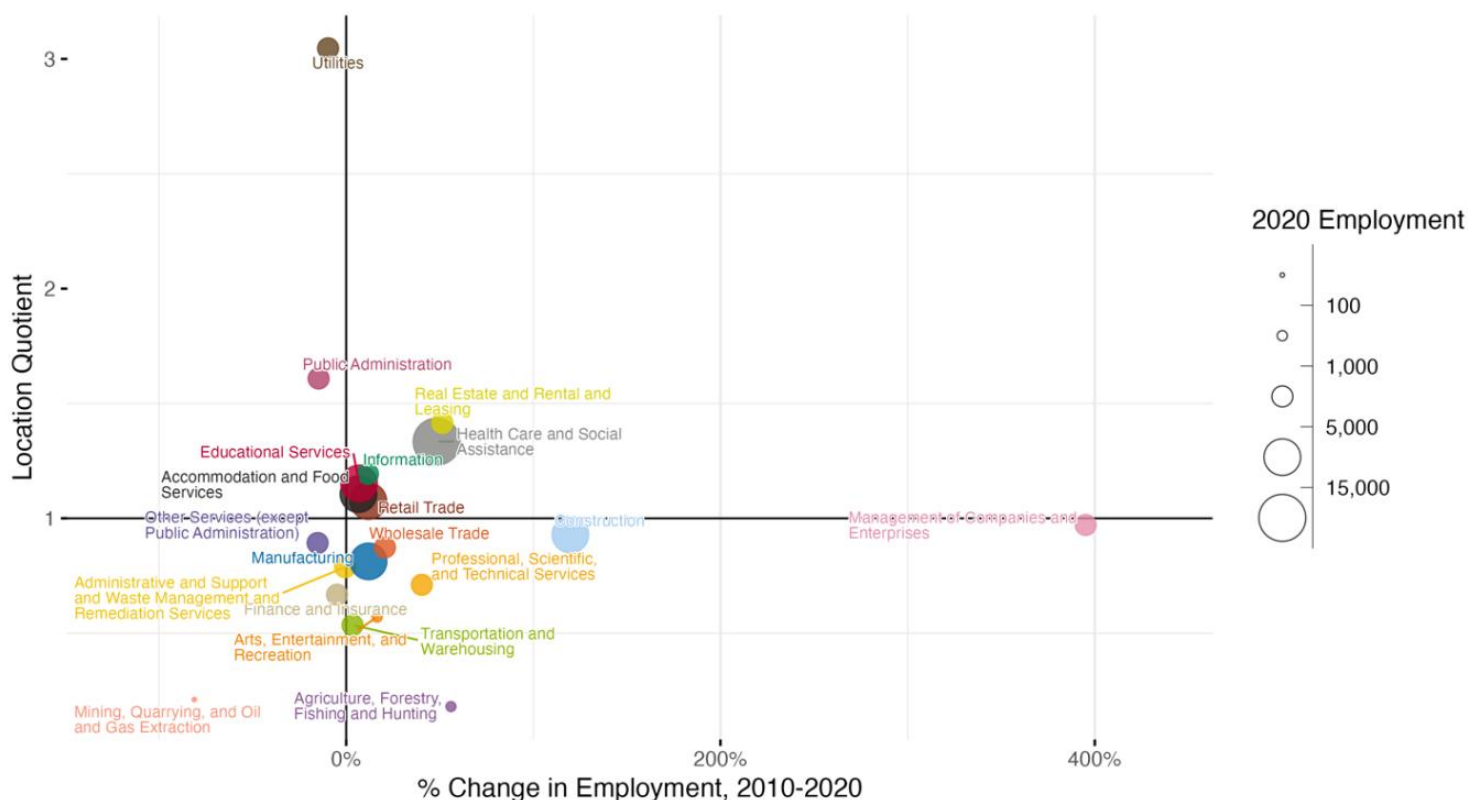
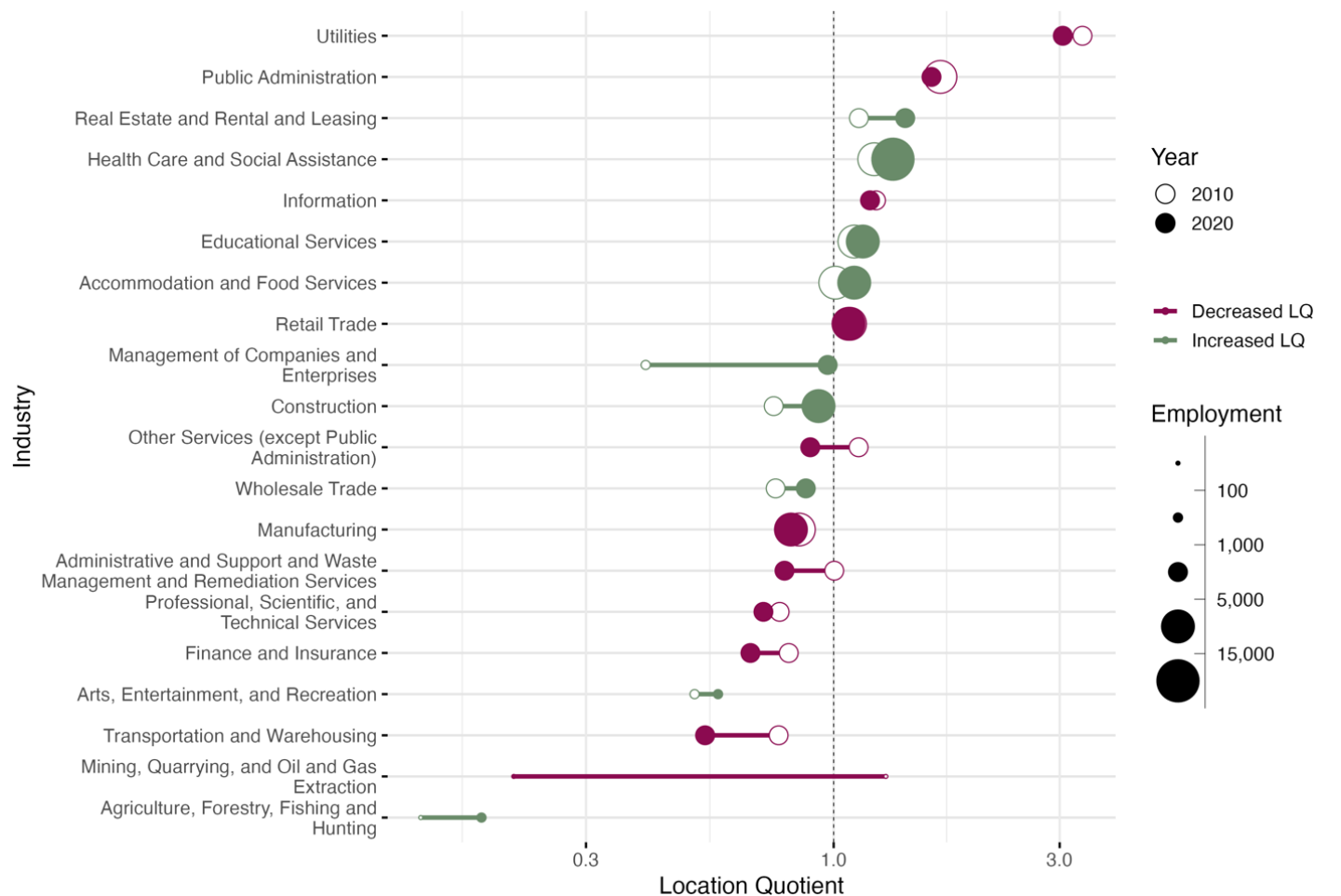


Exhibit 46 shows the change in location quotient for sectors in Vancouver between 2010 and 2020, with green colored circles showing those which increased (became more locally concentrated) and maroon circles showing those that decreased (became less concentrated). Since location quotient is calculated as a comparison of Vancouver employment and the four-county region, it can change both due to above-average employment growth locally, or a decline in employment on a larger scale that did not have as strong of an impact on a jurisdiction.

The industries that have a high concentration in Vancouver relative to the four-county region are utilities, public administration, real estate, health care and social assistance, information, educational services, and accommodation and food services. Industries that saw the greatest increase in concentration in Vancouver between 2010 and 2020 include management of companies and enterprises, healthcare and social assistance, real estate, construction, and wholesale trade. Like those industries seeing positive growth of these industries are service-based, with the exception of construction and wholesale trade (which have benefited from Vancouver's availability of large opportunity sites and industrial land). Several of these industries also account for some of the highest shares of employment in Vancouver, with healthcare and social assistance being the largest single industry in the city in 2020 and construction and wholesale trade both falling within the top ten.

Some industries also saw a notable decline in this period, including mining, quarrying, oil and gas, transportation and warehousing, finance and insurance, administrative and support services, and other services. Their slow or negative employment change seen in Exhibit 46 indicates that opportunities to grow these sectors are slowing down or decreasing.

Exhibit 46. Sector Analysis by Change in Location Quotient, Vancouver, 2010-2020
 Source: LODS 2010-2020



Subsectors

Data at the 3-digit NAICS code level provides a more detailed look at trends for specific subsectors in Clark County. Subsectors with the highest employment and location quotients within Clark County provide more specific details on economic trends and opportunities.

In 2022, the top twenty subsectors by employment were spread across larger sectors, with five falling under the Retail Trade (44-45) industry, three within Construction (23), two respectively in Health Care and Social Assistance (62) and Real Estate and Rentals and Leasing (52), and the remainder among other larger industries. Overall, these top subsectors accounted for 59 percent of all covered jobs in Clark County in 2022 and saw more rapid growth than all jobs in the County (increasing by 56 percent since 2012 compared to 35 percent across all industries). All top subsectors in 2022 saw positive growth in employment since 2012.

The subsectors which saw the highest growth between 2012-2022 include Specialty trade contractors; Social assistance, nursing, and residential care; Management of companies and enterprises; Construction of buildings; and Securities, commodity contracts, and other financial investments and related activities. All of these subsectors more than doubled in employment since 2012 and maintained a location quotient (LQ) above 1.0, indicating a comparative advantage (Exhibit 48). Computer and electronic product manufacturing was had the highest LQ among all subsectors (of any employment size) in the County.

Of the 20 subsectors with the highest employment in Clark County, half (10) offered higher wages compared to the Clark County average, with the highest wages in professional sectors: Securities, commodity contracts, and other financial investments and related activities, Management of companies and enterprises, and Professional, scientific, and technical. However, the subsector with the greatest total employment (Food service and drinking places) paid less than half of the County average. Likewise, four of the five Retail Trade subsectors paid lower wages than the County average, with only one (Motor vehicle and parts dealers) offering higher wage opportunities.

Exhibit 47. Top Twenty Subsectors by Covered Employment, Clark County, 2012-2022

Source: Bureau of Labor Statistics

Note: The top five industries with the highest % of growth in covered employment in 2022 are shown in **bold** and those paying above the county average wage in 2022 are highlighted in **green**. Due to changes in the NAICS codes classification system in 2017 and 2022, some numeric designations of sectors have changed or aggregated since 2012.

Sector	Subsector (3-Digit NAICS)	2012	2022	Share of Total Jobs (2022)	Average Wage (2022)	Change 2012 to 2022		
						Difference	Percent	AAGR
722	Food services and drinking places	9,305	13,646	7.8%	\$26,689	4,341	47%	3.9%
238	Specialty trade contractors	4,954	11,182	6.4%	\$65,695	6,228	126%	8.5%
621	Ambulatory health care services	8,069	10,485	6.0%	\$83,086	2,416	30%	2.7%
541	Professional, scientific, and technical	6,692	10,157	5.8%	\$100,293	3,465	52%	4.3%
561	Administrative and support services	6,299	9,110	5.2%	\$58,074	2,811	45%	3.8%
623	Social assistance, nursing and residential care	3,409	7,583	4.3%	\$29,823	4,174	122%	8.3%
455	General merchandise retailers	4,517	5,479	3.1%	\$35,143	962	21%	1.9%
423	Merchant wholesalers, durable goods	2,932	4,195	2.4%	\$93,009	1,263	43%	3.6%
445	Food and beverage retailers	2,987	3,862	2.2%	\$34,369	875	29%	2.6%
551	Management of companies and enterprises	1,194	3,576	2.0%	\$111,732	2,382	199%	11.6%
236	Construction of buildings	1,546	3,542	2.0%	\$73,141	1,996	129%	8.6%
334	Computer and electronic product manufacturing	2,926	3,464	2.0%	\$88,052	538	18%	1.7%
531	Real estate	1,863	2,657	1.5%	\$59,823	794	43%	3.6%
522	Credit intermediation and related activities	2,218	2,518	1.4%	\$96,626	300	14%	1.3%
459	Sporting goods, hobby, musical instrument, book, and miscellaneous retailers	1,631	2,504	1.4%	\$33,638	873	54%	4.4%
523	Securities, commodity contracts, and other financial investments and related activities	637	2,341	1.3%	\$153,402	1,704	268%	13.9%
237	Heavy and civil engineering construction	1,465	2,229	1.3%	\$98,775	764	52%	4.3%
444	Building material and garden equipment and supplies dealers	1,258	2,155	1.2%	\$53,553	897	71%	5.5%
441	Motor vehicle and parts dealers	1,194	1,959	1.1%	\$79,142	765	64%	5.1%
811	Repair and maintenance	1,898	1,954	1.1%	\$60,164	56	3%	0.3%
Total (Top 20 Subsectors)		66,994	104,598	59%		37,604	56%	4.6%
<i>Total (All County Jobs)</i>		<i>129,842</i>	<i>175,852</i>	<i>100%</i>	<i>\$66,824</i>	<i>46,010</i>	<i>35.4%</i>	<i>3.1%</i>

Exhibit 48 and Exhibit 49 show location quotient and change in employment for the 20 subsectors with the largest shares of employment in Clark County. Of the top subsectors, the majority (16) had a location quotient greater than 1.0, indicating a greater concentration of jobs in those subsectors in Clark County compared to the United States overall. The subsectors with the greatest concentration in Clark County were Computer and electronic product manufacturing, Specialty trade contractors, and Securities, commodity contracts, and other financial investments and related activities.

Exhibit 48. Subsector Analysis by Change in Covered Employment, Clark County, 2012-2022 (Selected Subsectors with Highest Employment Growth/LQ)

Source: Bureau of Labor Statistics

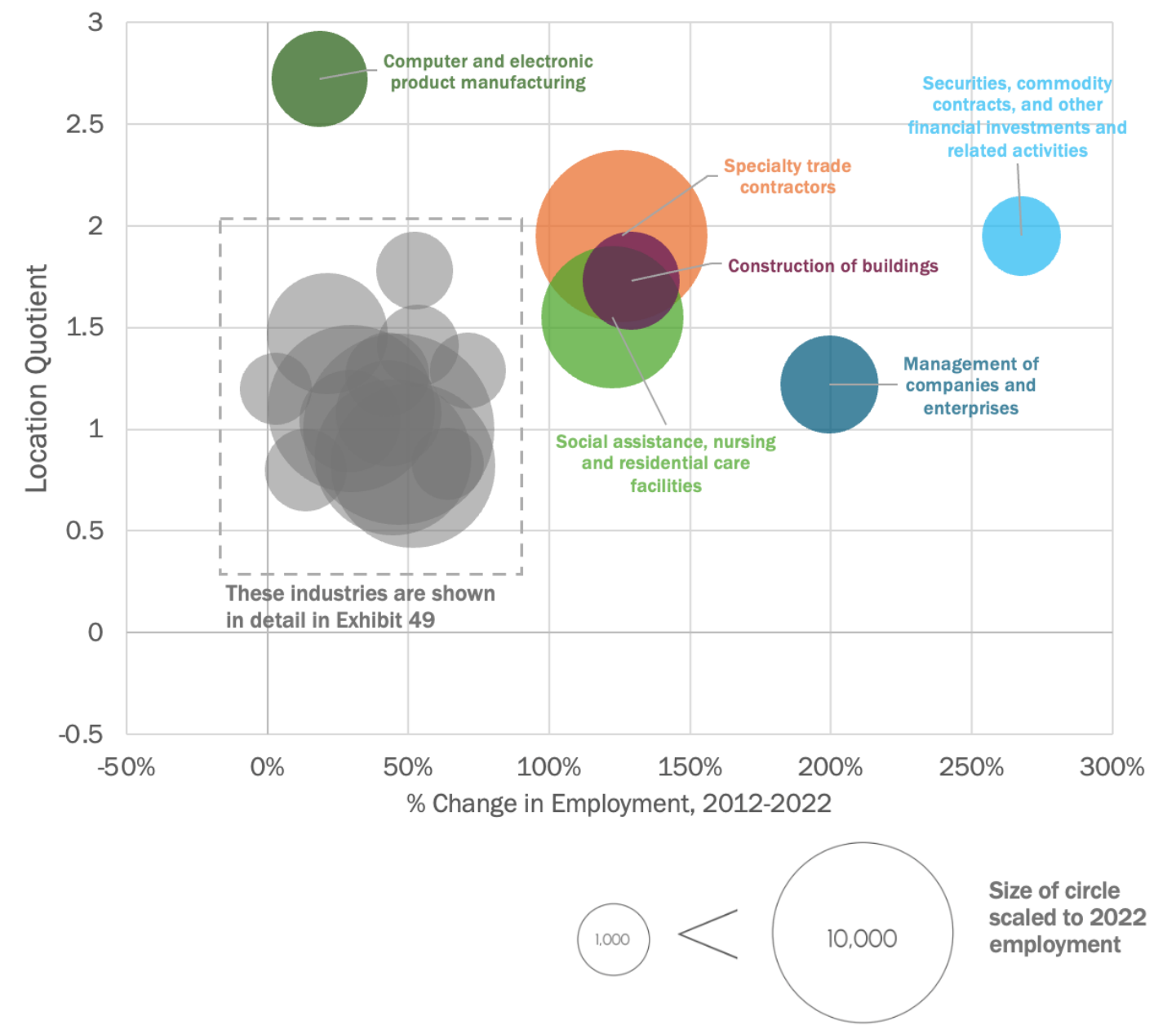
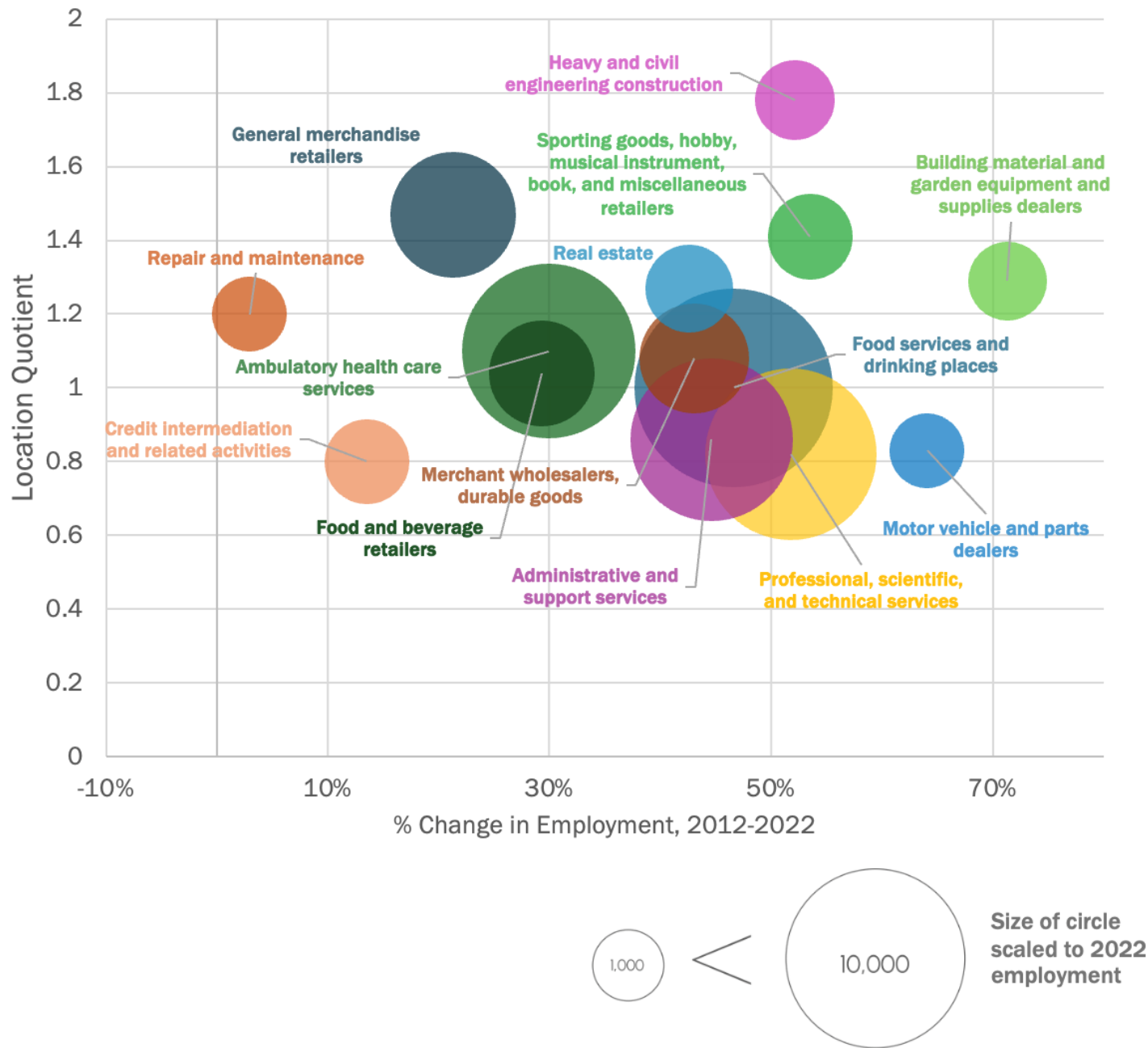


Exhibit 49. Subsector Analysis by Change in Covered Employment, Clark County, 2012-2022 (Top 20 Subsectors by Employment)

Source: Bureau of Labor Statistics

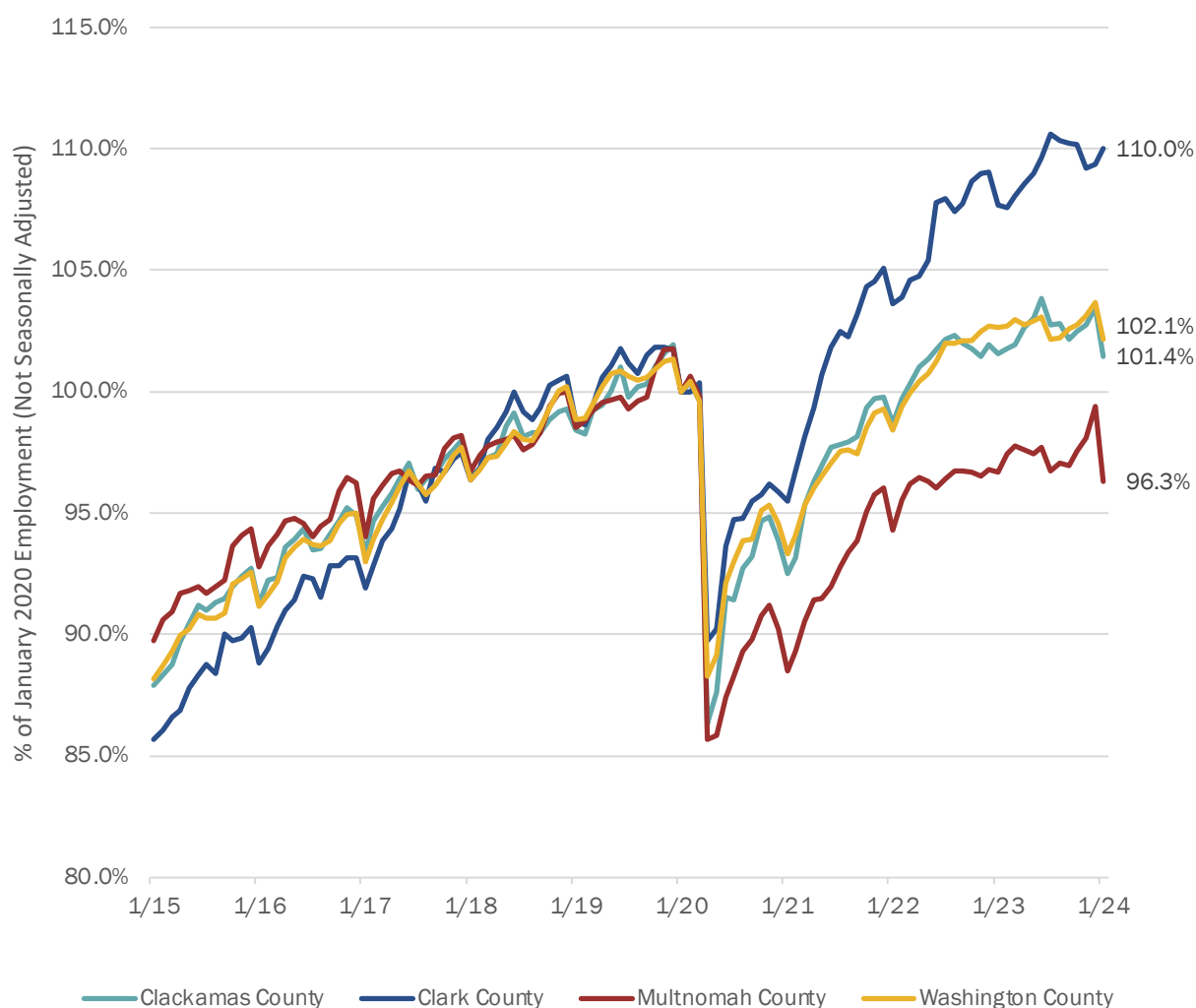


Post-Covid Employment Recovery

Like most places in the region and across the nation, Clark County experienced a sharp drop in employment in early 2020, following the onset of the COVID-19 pandemic. In March of 2020, employment in Clark County dropped to 85 percent of the number of jobs in January of that same year. The rest of the Portland Metropolitan region experienced a similar drop in employment during that time. Employment has been steadily increasing across the region since, and Clark County has had a particularly strong recovery. Clark County was back to a pre-pandemic (January 2020) level of employment by April 2021, where Washington and Clackamas Counties were by December 2022. As of January 2024, Clark County was at 110 percent of January 2020 employment level.

Exhibit 50. Annual Employment Change Compared to Pre-pandemic by County

Source: 2015 to 2023 (through June) Current Employment Statistics - Bureau of Labor Statistics & Oregon Employment Department



Section 4. Real Estate Market Conditions

This section details Vancouver's commercial real estate conditions and identifies market drivers and trends that will influence the market appeal and viability of commercial uses in the area. This report primarily covers nonresidential commercial real estate including office, industrial, and retail building types in the city, as well as a comparison with Clark County and the four-county Portland Metro Area (including Clark, Multnomah, Clackamas, and Washington Counties). The Housing Needs Assessment portion of this Comprehensive Plan Update covers the residential real estate market in greater depth. The exhibits in the section below show historical trends in the average effective rent rates and average annual vacancy rates for the analysis. In general, the analysis shows trends in Triple-Net (NNN) rents, vacancy rates, and deliveries (these are described below). This section also looks back to trends in the past fifteen years, capturing a longer cycle of real estate trends including the 2008 recession and the COVID 19 pandemic.

- **Triple-Net (NNN):** Represents annual rents on a per-square-foot (psf) basis, not including any pass-through expenses such as taxes, insurance, and utilities or maintenance costs.
- **Vacancy Rates:** Represents how much space per-square-foot (psf) is vacant in a submarket.
- **Deliveries:** Represent the total amount of new square feet of each product type that has been added to the market on an annual basis.
- **Net Absorption:** Represent annual net square feet of new occupancy or vacancy of space accounting for deliveries.

Key Commercial Real Estate Market Findings

- **Office:** The Vancouver office market is small but appears stable in the years since the COVID-19 pandemic. Steadily increasing rents and low vacancy rates suggest a reasonably strong office market. While the region has struggled with office space absorption since 2020, Vancouver has seen positive absorption of new office space post-pandemic, despite minimal construction of new office space over the past five years. While the long-term impacts of the post-COVID hybrid work environment are unclear, recent feedback from stakeholder engagement across the region indicates that businesses renewing leases are typically occupying less space (30% on average) and seeing a relocation to higher class space. This indicates that Class-A office space will have more rapid absorption compared to Class-B and Class-C office spaces across the region.
- **Industrial:** Vancouver accounts for a lower share of Clark County's total industrial market compared with its clear influence in office and retail, and only about 64% of

new industrial space over the past fifteen years. Within the region, Clark County accounted for only 12% of the total industrial inventory in 2023 YTD. Slightly lower rents, increasing vacancy rates, and negative absorption in Vancouver and Clark County compared with the region in 2023 YTD indicate a weaker market for industrial real estate. These data, combined with declining employment numbers in manufacturing and decreasing location quotients in Transportation and Warehousing and Manufacturing sectors (shown in Exhibit 45 and Exhibit 46 of Section 3) could indicate a shift in Vancouver's economy away from traditional industrial uses.

- **Retail:** Like office space trends, Vancouver's retail market dominates the total inventory in Clark County, with 85% of Clark County's total retail square footage located in the city. Rents for retail space in Vancouver were slightly higher compared to the four-county metro area as a whole in 2023, and new deliveries in Clark County accounted for about 29% of all new retail space in the four-county metro area. This indicates that there is growing demand for retail space in Vancouver and Clark County. However, as new construction (referred to below as 'deliveries') have slowed since 2007 and the city sees a decreasing amount of large format sites, the City may see more infill and neighborhood-scale retail development rather than larger establishments.

E-Commerce Trends

During the onset of the COVID-19 pandemic, demand for e-commerce (online sales of goods that are shipped to customers) rose sharply compared to brick-and-mortar retail as communities practiced social distancing.²⁶ This trend was partially driven by the availability of large platforms like Amazon, but also drove many small retailers to adopt an online presence while competing with larger and more well-resourced firms. However, four years after the initial onset of the pandemic in 2020, vacant real estate space is historically low nationwide despite high interest rates and increasing customer preferences for 'experiential retail' that offers unique or engaging experiences.²⁷ Following this national trend, Vancouver, Clark County, and the 4-County Metro Area are all seeing comparatively low rates of retail vacancies than the early and mid 2010's.

²⁶ International Trade Administration, 'Impact of COVID Pandemic on E-Commerce,' <https://www.trade.gov/impact-covid-pandemic-ecommerce>.

²⁷ Boston Business Journal, 'Thriving in 2024: Brick-and-mortar retail is back in fashion,' <https://www.bizjournals.com/boston/news/2024/01/18/thriving-in-2024-brick-and-mortar-retail-is-back.html>.

Commercial Real Estate Market Trends

Office Submarket

Office rents in Vancouver have steadily risen over the past decade, with the current rate of \$24.99 psf. The city and Clark County have followed very similar trajectories over this time period, with the County overall tracking only slightly behind the city in rents. Both areas offer a lower cost per square foot than the average across the four-county Portland Metro Area (includes Clark, Multnomah, Clackamas, and Washington Counties).

The similarity between Vancouver and Clark County reflects the fact that most of the total County office inventory is located in Vancouver rather than outlying suburban areas. In 2023 YTD, 808 of Clark County's 946 office buildings were in the city, comprising 88 percent of the total square footage.

As rents have risen, office vacancy rates in Vancouver have trended downwards since 2008, alongside jurisdictions in the region. Despite a modest spike in vacancy in 2020 aligning with national trends at the onset of the COVID-19 pandemic, Vancouver now stands at a relatively low vacancy rate of 5.3% while vacancy rates stood at 11.1% across the greater region, continuing on an upward trend in 2023 YTD.

As with rents, Clark County and Vancouver have maintained similar vacancy rates over time since Vancouver has the majority of the County's office space.

Exhibit 51. Average Office Rent per Square Foot, City of Vancouver, Clark County, and 4-County Area, 2007 to 2023 YTD

Source: CoStar

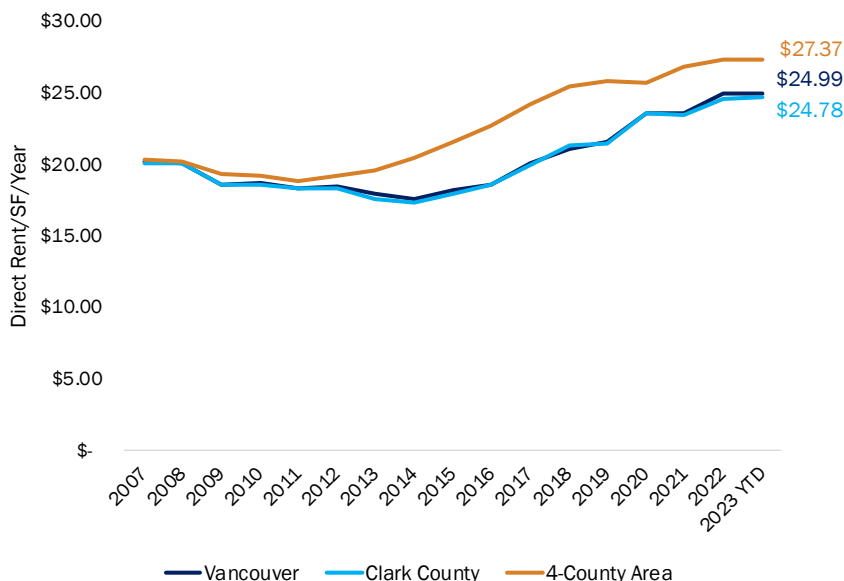
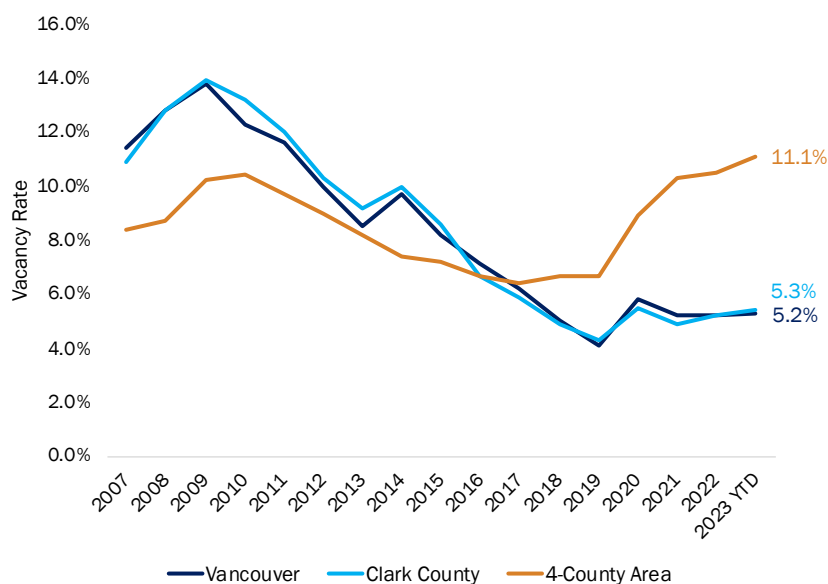


Exhibit 52. Average Office Vacancy Rate, City of Vancouver, Clark County, and 4-County Area, 2007 to 2023 Year to Date (YTD)

Source: CoStar



In the greater region, office space has struggled with absorption in recent years, but net absorption of office space in the Vancouver market has generally been positive absorption since 2007. The greatest square footage was absorbed in 2016, 2007, and 2012, but managed to remain positive (contrary to regional trends) following the pandemic. Vancouver only saw negative absorption in 2020, as cities across the United States struggled with the impacts of the COVID-19 pandemic.

Similar absorption patterns in Clark County and Vancouver indicate that much of the new office space being absorbed into the market is within the city.

Vancouver’s new office spaces are just one portion of the overall four-county area, with the majority of new office space delivered elsewhere in the four-county area. 2007 and 2008 saw the greatest square footage of office space delivered in Clark County, with the majority of new office space in Vancouver.

Over the past fifteen years, approximately three quarters of new office space delivered has been in Vancouver, with 1.9 million square feet added in this time period.

Exhibit 53. Office Net Absorption, City of Vancouver, Clark County, and 4-County Area 2007 to 2023 YTD

Source: CoStar

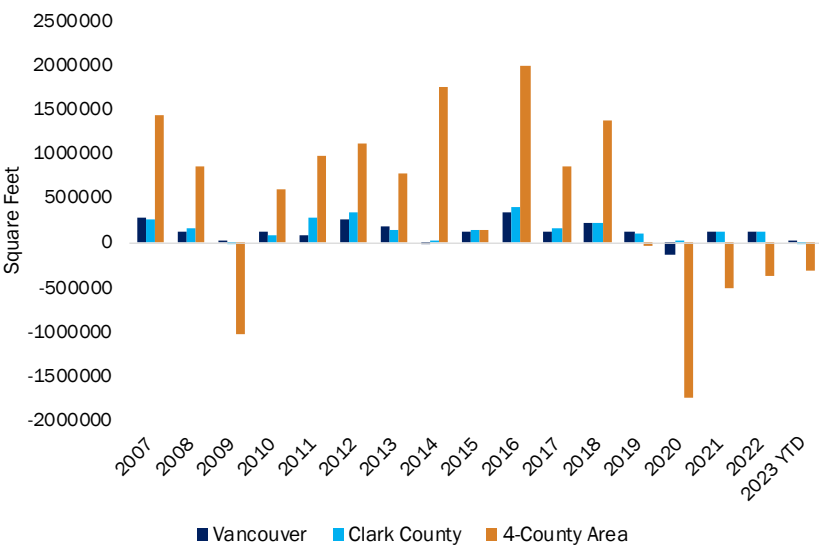
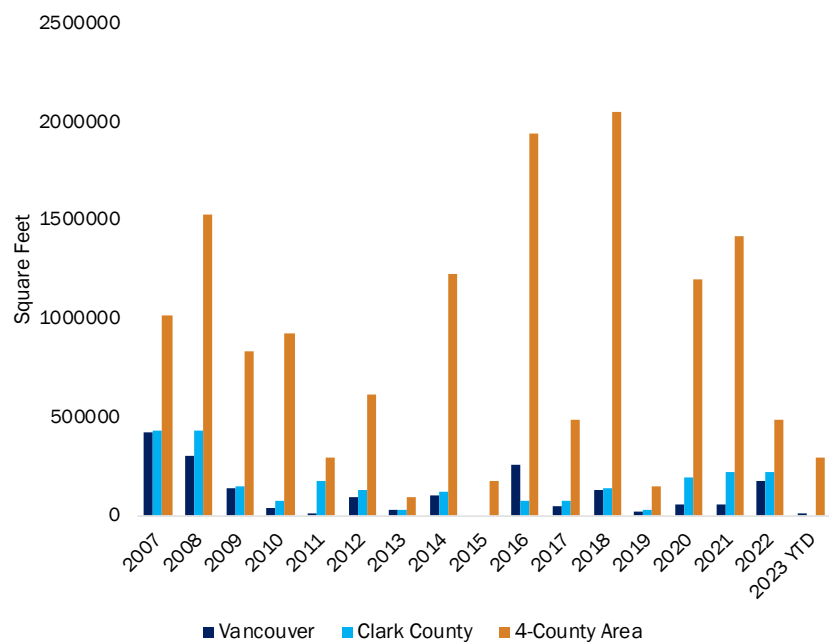


Exhibit 54. Office Deliveries, City of Vancouver, Clark County, and 4-County Area, 2007 to 2023 YTD

Source: CoStar



Downtown Post-COVID Trends: Employment and Visitation in the Vancouver Center City Vision Subarea

Within Vancouver, there are submarkets with distinct trends that have citywide implications. The Vancouver Center City Vision (VCCV) area is a 130-block area that encompasses Vancouver's downtown and surrounding areas. The VCCV is a central employment hub in Vancouver, and is home to a number of key employers, about 25% of the City's overall office stock, and 44% of Class A office space.²⁸ Measures of employment and visitation in the VCCV provide insight into how the city is rebounding after the COVID-19 pandemic, using Placer.ai's foot traffic analytics platform integrating proprietary artificial intelligence to estimate the number of visits based on GPS data.²⁹

Employment: The number of employees working in the VCCV decreased in Q2 and Q3 of 2020 as a result of pandemic related work-from home restrictions and layoffs. The number of employees working downtown has gradually increased since the beginning of 2021 and appears to have stabilized at a number slightly lower than pre-pandemic levels. While still below pre-pandemic levels, the VCCV has seen more full recovery of employees who work downtown compared to other service-sector based urban employment centers throughout the Portland Region.

Visitation: Like downtown areas around the country, VCCV saw a sharp decline in visitation at the onset of the COVID pandemic in 2020 Q1. Foot traffic in the VCCV has been on an upwards trajectory since the pandemic, as visitors returned to the area for shopping, recreation, or other purposes, but visitation has not quite rebounded to pre-pandemic levels. Visitor trends continue on an upward trajectory demonstrating the strength of the VCCV as a destination in the region.

Exhibit 55. Vancouver Center City Vision Area Employment and Visitation, 2017 Q4 – 2023 Q2

Source: Placer.ai



²⁸ The office building classification system divides buildings into three categories: Class A, Class B and Class C. Definitions for Class A Office vary, but are generally based on higher quoted rents, and above average building systems and services, tenant and building finish, and location.

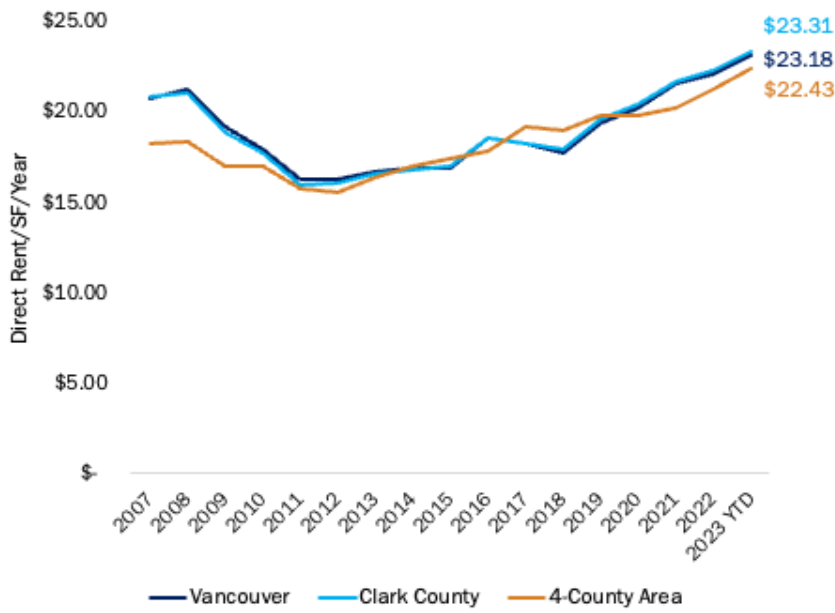
²⁹ Placer.ai uses anonymous mobile phone location data to estimate visitation. A "visit" is triggered in Placer.ai's database when a cell phone seeks two Wi-Fi signals five to fifteen minutes apart (this range differs by cell phone operating system; e.g., an Android phone

Retail Submarket

Retail rents across the region have been slowly increasing since the Great Recession. In Vancouver and Clark County retail rents rose by 8% since 2010.

Since 2020, retail rents in the City of Vancouver and Clark County have been higher than the average for the 4-county Portland Metro Area (includes Clark, Multnomah, Clackamas, and Washington Counties). Like the office market, Vancouver and Clark County’s rents for retail space have stayed closely aligned, with Clark County only \$0.13 psf higher than the city in 2023 Year to Date.

Exhibit 56. Average Retail Rent per Square Foot, City of Vancouver, Clark County, and 4-County Area, 2007 to 2023 YTD
Source: CoStar



scans for Wi-Fi every three to seven minutes). While this means that visitors may be counted multiple times, this data is useful to provide a relative picture of trends over time.

As retail rents have risen, vacancies have also declined over the past decade, indicating a growing demand for retail in both the city and county.

Despite a modest spike in 2020 where vacancies reached 4.7%, Vancouver and Clark County returned quickly to approximate pre-pandemic retail vacancy rates. These rates were slightly higher than the four-county area during the pandemic but were approximately on par in 2023 YTD.

Generally, net absorption on retail space has been positive since 2007, with two years of negative absorption in 2009 in the wake of the Great Recession and 2020 at the onset of the COVID-19 pandemic.

For most years in this period, Clark County had slightly higher square feet of net absorption than the city. Trends in Vancouver and Clark County has generally followed the same patterns as the four-county area with a proportionately smaller square footage.

Vancouver saw an influx of retail space in the late 2000's and mid 2010's, trailing off over the past five years. The greatest amount of new retail space was delivered in 2008, with over 900,000 new square feet delivered.

Exhibit 57. Average Retail Vacancy Rate, City of Vancouver, Clark County, and 4-County Area, 2007 to 2023 YTD

Source: CoStar

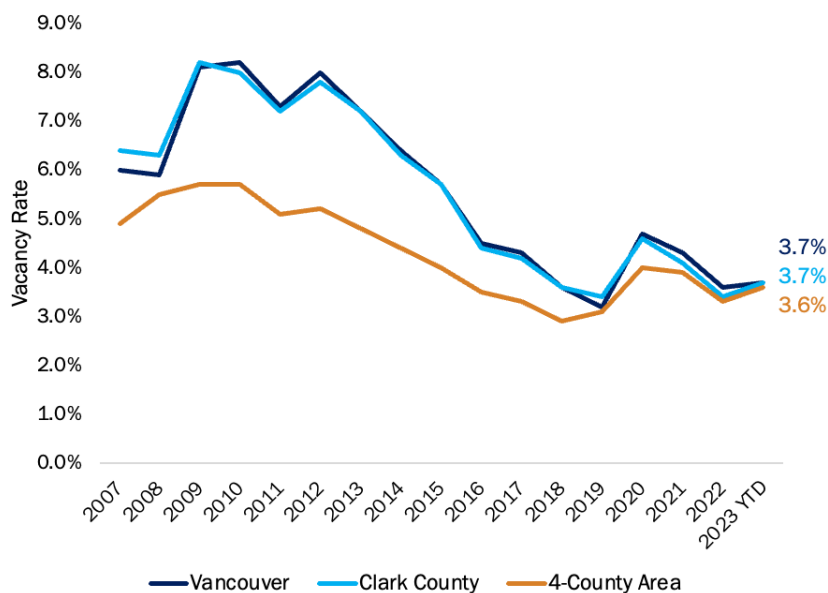
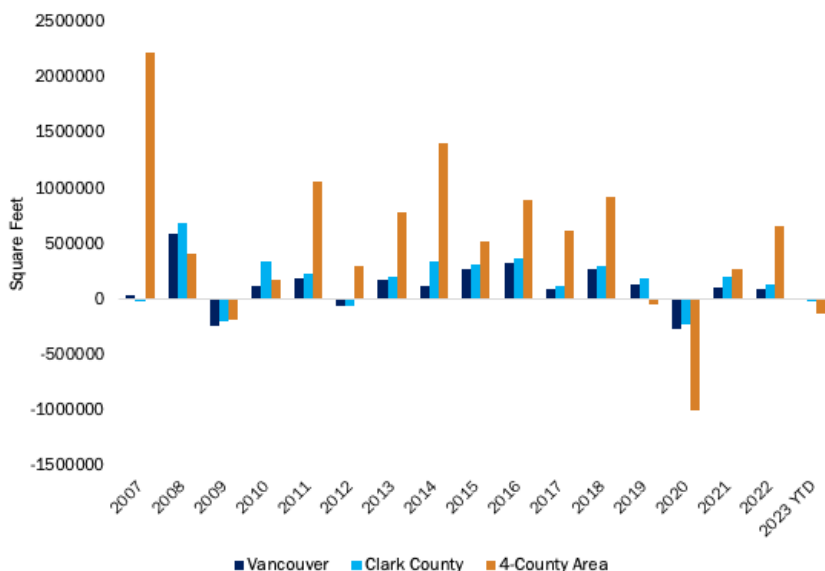


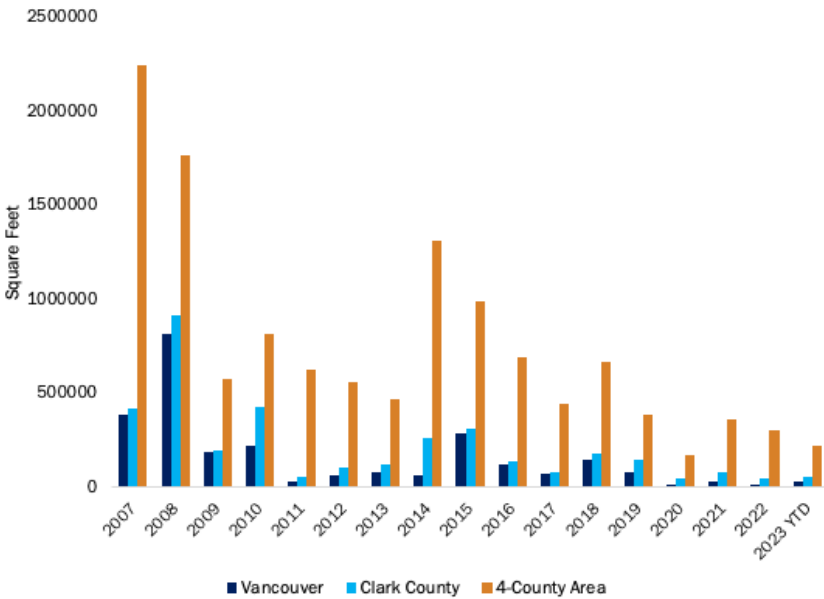
Exhibit 58. Retail Net Absorption, City of Vancouver, Clark County, and 4-County Area, 2007 to 2023 YTD

Source: CoStar



In general, Vancouver’s retail deliveries have accounted for the majority of new retail space across Clark County (approximately 74% of new retail). Within the four-county area, Clark County accounts for about 29% of all new retail deliveries.

Exhibit 59. Retail Deliveries (New Construction), City of Vancouver, Clark County, and 4-County Area 2007 to 2023 YTD
Source: CoStar



Industrial Submarket

Industrial rents per square foot have been increasing in both Clark County and Vancouver since 2007, sitting at approximately \$10.5 psf in both areas (Exhibit 60). The four-county Portland Metro Region had slightly higher rents than Vancouver and Clark County, but generally tracked with the area over the past fifteen years.

Industrial vacancy rates have fluctuated since 2007, declining to their lowest rate in the period during 2020 (Exhibit 61). Both the city and the county currently have low rates of industrial vacancy, though vacancy rates in Vancouver and Clark County have been increasing over the past four years.

Despite lower rents in Vancouver and Clark County, vacancy rates were slightly higher than the four-county area in 2023 YTD.

Industrial deliveries have generally had positive net absorption over the past decade, after struggling in the late 2000's during the recession (Exhibit 62).

Note that negative absorption in year-to-date does not necessarily indicate that a property will not be leased within the close of 2023 and is likely to change.

Unlike the retail and office markets, Clark County has seen a large volume of new industrial space delivered outside of Vancouver, particularly in the past five years (Exhibit 63).

Exhibit 60. Average Industrial Rent per Square Foot, City of Vancouver, Clark County, and 4-County Area 2007 to 2023 YTD

Source: CoStar

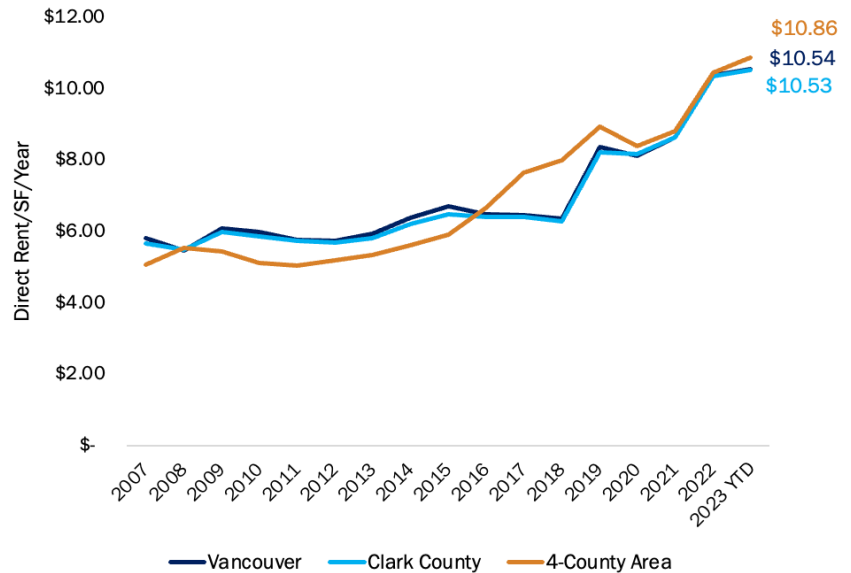
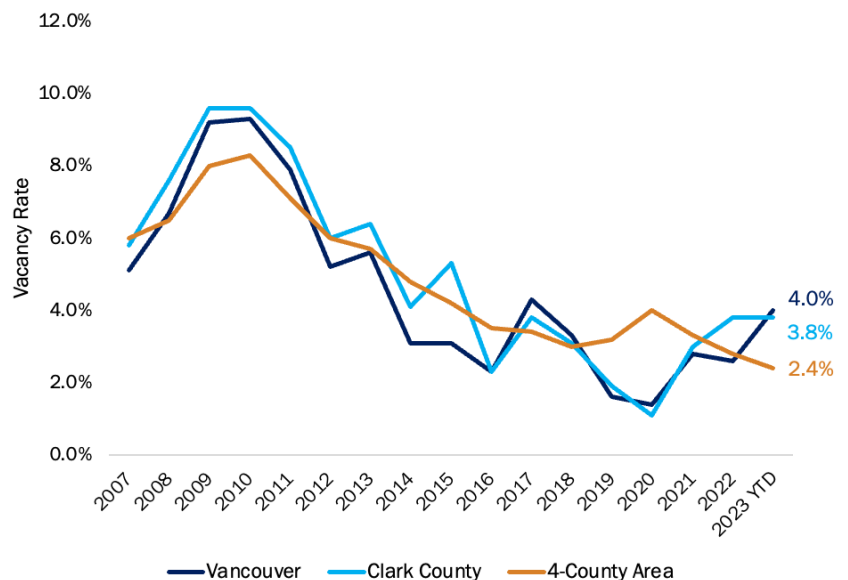


Exhibit 61. Average Industrial Vacancy Rate, City of Vancouver and Clark County, 2007 to 2023 YTD

Source: CoStar



Since 2017, 4.7 million square feet of new industrial space has been delivered in Clark County, with only about half in Vancouver. Throughout the four-county area, Clark County accounted for a proportionately smaller share of industrial deliveries; only about 17% between 2007 and 2023 YTD.

Exhibit 63. Industrial Net Absorption, City of Vancouver, Clark County, and 4-County Area, 2007 to 2023 YTD

Source: CoStar

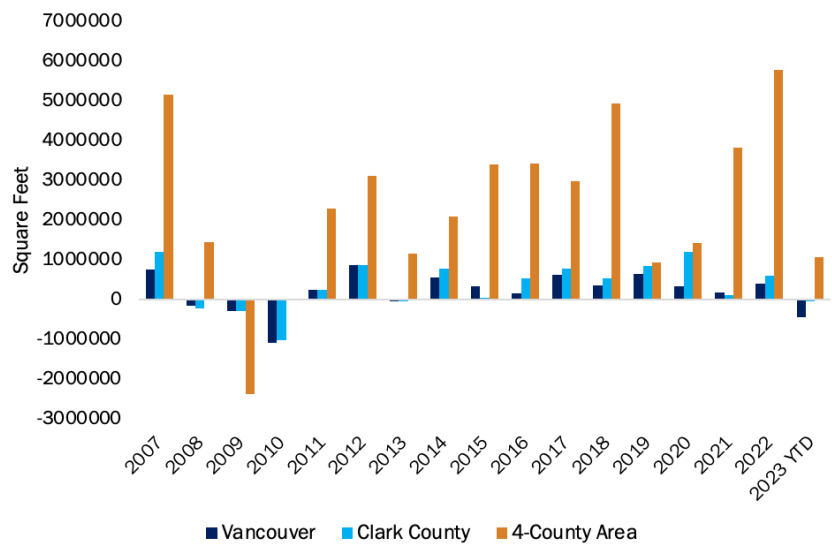
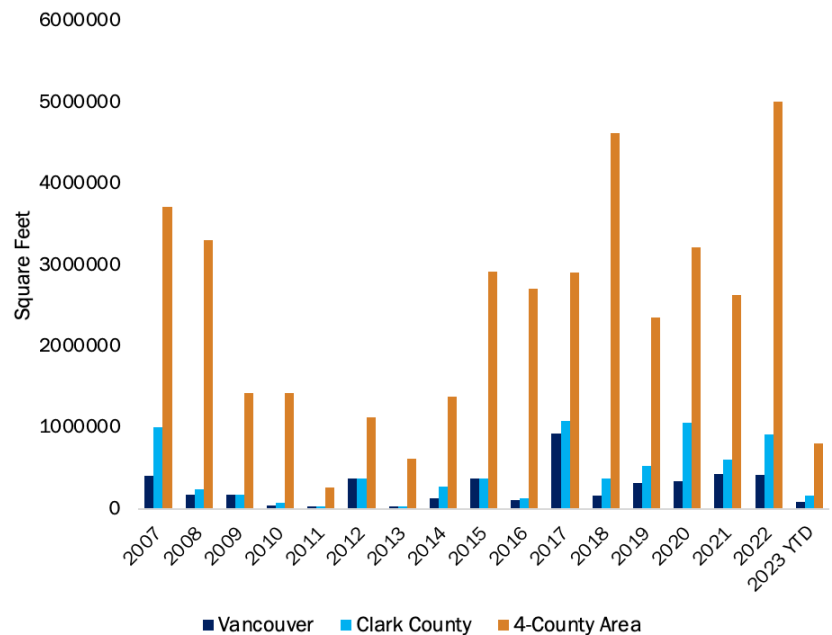


Exhibit 62. Industrial Deliveries, City of Vancouver, Clark County, and 4-County Area, 2007 to 2023 YTD

Source: CoStar



Key Residential Real Estate Market Findings

Housing is increasingly an economic development issue. Housing availability and affordability help determine the size and stability of the local workforce. Rising housing costs and decreasing vacancies, as seen in competitive regions like the Portland metro area, indicate upward pressure on the market. While beneficial for owners and the tax base, high costs and limited availability place a heavy cost burden on renters and homebuyers. Promoting housing options at price points affordable to households at all income levels can help ensure a diversified workforce, create opportunities for upward mobility, attract new talent to the region, and support broader economic development goals. The continuing impacts of historic racial inequities in housing and employment can also be expressed in levels of housing cost burden. These disparities stress the need for equitable economic development that intentionally provides opportunities for Black, Indigenous, and People of Color (BIPOC) residents who have been excluded from building generational wealth due to past discriminatory policies.

This section summarizes key findings for Vancouver from the 2023 Our Vancouver Housing Needs Assessment and identifies key implications for economic development and employment.

Housing Availability

- The local availability of housing within a region can impact economic conditions as households make tradeoffs about where to live and work. Post-COVID remote work trends have provided greater locational flexibility for workers. In recent years the Portland Metro region has also increased transportation options that allow workers to commute more efficiently. The location of available housing and proximity to transit, services, and employment hubs can also influence where individuals seek jobs. Trends in Vancouver and Clark County show that housing underproduction has limited housing supply in both the City of Vancouver and Clark County (as well as the greater region).
- From 2011 to 2021, Vancouver increased its housing stock by roughly 14,700 units, or by 21%, while the total population grew by roughly 23%. Historic and current housing underproduction has limited housing supply in Clark County as well as the greater Portland metro area.
- The dominant type of housing is single-detached comprising over half the housing stock both in Vancouver and Clark County as a whole. However, Vancouver has a lower share of single-detached housing (at 56%) compared to the county's 72%. The remaining housing stock in Vancouver includes an estimated 27% multifamily

housing and 18% “plex housing” which is attached units up to fourplexes (according to U.S. Census data, 2021).

- Vancouver has a higher share of multifamily housing than the county overall, with slightly under half (44%) of Vancouver housing units having more than one unit. Permit data analysis shows a steady increase in multifamily development in the city in recent years.

Multifamily Residential Market

- Vancouver is seeing a steady increase in the annual rate of new units permitted in multifamily development across all scales of buildings, opening up potential new workforce housing units. 79% of new unit construction in the city has been in multifamily developments over the last three years.
- Most apartment construction has been concentrated in the downtown area, with some clusters of multifamily development along Fourth Plain Boulevard and along I-205.
- Since 2015, the most common permitted multifamily building scale was 20- to 49-unit buildings (32% of permitted units), followed closely by 100+ unit buildings (28%). Only 4% of permitted units were in two- to four-unit buildings (or ‘middle housing’).

Housing Prices and Vacancy

In general, rising housing prices and falling vacancy rates indicate upward pressure on the market for different types of real estate. If workers struggle to find attainable options for their income level near job centers, the lack of housing options can constrain the labor force in an area. The Our Vancouver Housing Needs Assessment highlighted the following trends.

- **While the City’s housing costs remain lower than Clark County overall, vacancy rates have remained stable at about 5 percent since 2012.** Vacancy rates for rental and multifamily units are typically higher than those for owner-occupied and single-family dwelling units. In Vancouver, the vacancy rate fluctuates between 2% and 5%; it is currently 4% in Clark County. The city’s vacancy rate has remained in this low range since 2011.
- **Rents are rising in Vancouver.** Rents in Vancouver are very similar to the county overall. As of June 2023, the average rent in Vancouver is \$1,711, increasing 60% since 2012. The Vancouver Housing Needs Assessment shows that in Vancouver,

cost burden rates for renters tends to be higher and growing which could indicate a lack of affordable rental housing options.³⁰

- **Home sale prices are also rising in Vancouver but remain lower than Clark County.** As of June 2023, the median home sale price in Vancouver is roughly \$477,000. The city's home prices are roughly \$50,000 lower than the county overall and lower than the national average. Vancouver's home prices increased at a similar rate since 2012, nearly tripling (a 174% increase) over the last decade. Home prices in Vancouver are lower than several competitor cities in the Portland metro area, including Portland, Beaverton, and Hillsboro. However, home prices in other jurisdictions dropped from 2022 to 2023, while Vancouver and Clark County home prices continued to grow, indicating a strong demand for homes at lower price points.
- **Cost burden has impacted renters more than homeowners.** Rates of cost burden for renters have increased slightly since 2011 (by 3 percentage points) but dropped significantly for homeowners (by 12 percentage points). Renters are nearly three times as likely to be cost burdened than homeowners, with over a quarter of renters severely cost burdened, spending more than 50% of income on rent. In Vancouver, Black or African American households and Hispanic or Latino households experience the highest rates of cost burden and severe cost burden. Lastly, Vancouver's median household income increased by 28% from 2011 and 2021 which is far less than the increases in median home sales prices and average rents.

³⁰ Housing cost burden can be an indicator of determining how well a city is meeting its need to provide housing that is affordable to all segments of its workforce and population. Housing costs are typically the largest portion of a household budget, and typically include mortgage or rent payment, utilities, interest, and insurance. Housing cost burden can put low-income households in vulnerable situations which can also lead job instability, among other negative outcomes. In a connected region like the Portland metro, households may make the decision to live and work in areas with lower housing costs relative to their income.

Section 5. Competitive Advantages

Vancouver has a number of competitive advantages today that make it an attractive location for businesses and workers, including its high quality of life, tax advantages, and well-connected multimodal infrastructure. These primary factors contributing to Vancouver's growth should be considerations as the City plans for continued economic development work in the next 20 years with the Growth Management Update. Continuing progress like public realm investments, supporting workforce housing, and strategically planning for employment growth using the City's buildable lands will be critical to build on the City's current strengths.

Vancouver Offers Access to Quality-of-Life Amenities at a Lower Price Point.

Vancouver's proximity to the Columbia River Gorge, Mount St. Helens, and national forests throughout southern Washington and northern Oregon offer access to abundant outdoor recreation activities. The city's downtown area has a vibrant and growing mix of food, beverage, and entertainment assets. The natural beauty and robust amenities in the region as well as farmland create a lifestyle draw for Vancouver.

Compared with other west coast areas that offer similar access to recreation, Clark County presents an option with a relatively lower cost of living, and more affordable prices for homes as well as industrial and office space.³¹ As more workplaces become flexible or rethink locational decisions in the wake of the COVID-19 pandemic, many are choosing to move to places that offer lifestyle advantages for workers as well as lower cost commercial space and relatively affordable homes.

Vancouver's Location on the Oregon-Washington Border Allows Tax Advantages to Attract Residents and Businesses.

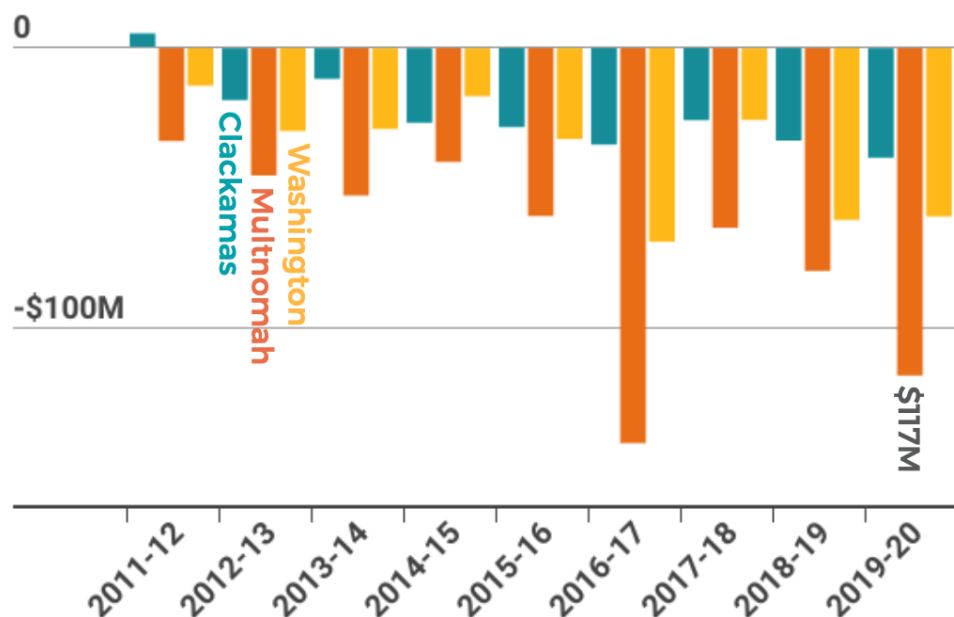
For businesses and individuals deciding on a location within the Portland region, the different tax structures available in Oregon and Washington can be a critical decision point. Given the short distance between Portland and Vancouver, residents and businesses can continue enjoying many of the same regional amenities and destinations while decreasing the share of household income paid towards income taxes.

³¹ Columbia River Economic Development Council, "Clark County Business Guide," 2022.

Washington's lack of corporate or personal income tax compared with Oregon's absence of sales tax presents two distinct options that can have different advantages for households and businesses. In recent years, Portland Business Alliance's analysis of data from the Internal Revenue Service (IRS) indicates that more firms and households are making the decision to relocate to Clark County from the Portland metro region counties in Oregon, with \$117 million net migration of tax revenue to Clark County in FY 2019 to 2020 (Exhibit 64).

Exhibit 64. Net Migration Flow of Tax Revenue to Clark County, WA by Adjusted Gross Income Between Tax Years (in Nominal Dollars)

Source: Internal Revenue Service, Portland Business Alliance



Vancouver is Part of a Well-Developed Higher Education and Workforce Development Ecosystem.

Vancouver is home to Clark College and Washington State University's Vancouver Campus, with regional connections to additional higher education institutions in Portland including Portland State University. Through partnerships with key industries, these institutions have partnered to build pipelines to job opportunities in well-paying careers like semiconductor manufacturing, software engineering, and others.

As educational attainment levels rise for the residents of Vancouver, more opportunities become unlocked to attract more employers in high-paying, high-opportunity careers. However, ensuring that these opportunities can equitably reach communities in Vancouver is a key consideration for leveraging the City's competitive advantages to benefit all residents. Career Technical Education (CTE) can help to fill gaps for many residents by providing technical training for a broad range of workers.

The City's Public Realm Investments Have Expanded Access for Jobs and Residences in Vancouver, and There is More to Come.

In the past five years, the City of Vancouver has made large public realm investments in its Downtown area and other parts of the city, including transportation improvements, beautification, and public-private partnerships. Over \$1.5 billion for downtown waterfront improvements have supported development of new public space as well as businesses and housing.

These investments have paid off with increasing private investment and quality public spaces for Vancouver, with well-developed sub areas like the Vancouver Waterfront. In the coming years as the city continues to build a stronger sense of place, investments in public realm improvements and partnerships can continue to build Vancouver's competitive advantages for attracting residents.

Planning efforts are also underway for replacing the I-5 bridge. Though this long-term project faces the challenges of updating major regional infrastructure, bridge replacement will be a transformative investment once completed, allowing for expedited passenger and freight travel across the Columbia River. ODOT and WSDOT are jointly leading these efforts in coordination with eight other bi-state partner agencies: TriMet, C-TRAN, Oregon Metro, the Southwest Washington Regional Transportation Council, the cities of Portland and Vancouver, and the Ports of Portland and Vancouver.

Exhibit 65. Downtown Walking Map of Vancouver

Source: Visit Vancouver





2025-2026 City Manager's Recommended Budget

Eric Holmes, City Manager
Natasha Ramras, CFO
Shannon Olsen, Budget Manager

October 7, 2024



Agenda

- Budget Framework
- Overview of the 2025-26 City Manager's Recommended Budget
- Overview of the Budget Packet
- Next Steps



Budget Process





Budget Framework

4 | 2025-2026 City Manager's Recommended Budget



Budget Framework - *Overview*

- The City of Vancouver budgets on a biennial basis beginning on odd number years (e.g., 2025-2026)
- Total City budget consists of two separate, but integrated budgets:
Operating and **Capital**
 - **Operating budget:** general operations of the City and specific revenue-funded activities
 - **Capital budget:** construction projects in Transportation, Parks & Recreation, Utility and General Capital



Budget Framework - *Overview*

Universal Policy Themes

Transcend the
biennium

Driver
through the
forecast
period

Strategic Plan Focus Areas

Areas of policy
focus within
the biennium

Projects or
programs

Baseline Framework

Financial assumptions that guides budget construction
(financial policies, zero base, inflation, etc.)



Budget Framework – *Universal Policy Themes*

- Outcomes of department budgets should support **City priorities**

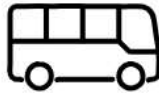


Budget Framework – *Strategic Plan*

- Department budgets will contain objectives resulting in outcomes aligned with one or more of these **focus areas**



Culture and Heritage



Transportation and Mobility



Vibrant and Distinct
Neighborhoods



Economic Opportunity



Climate and Natural Systems



High Performing Government



Housing and Human Needs

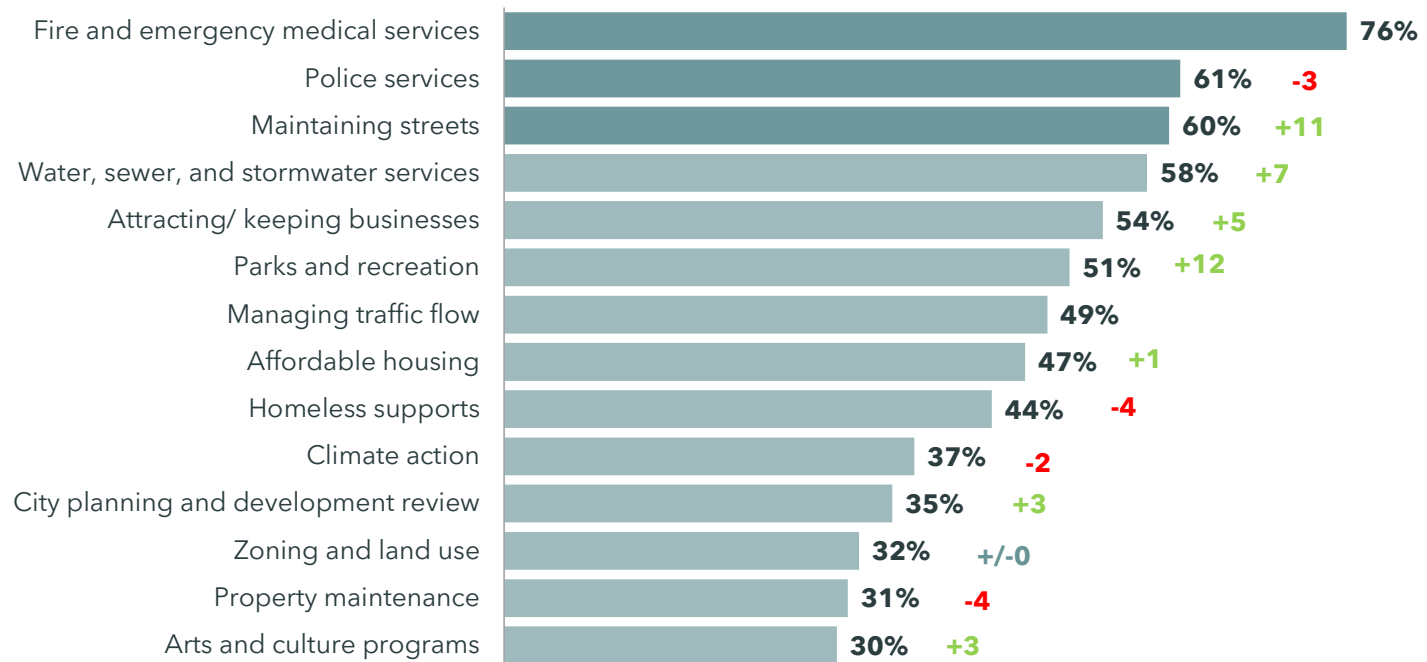


Safe and Prepared Community



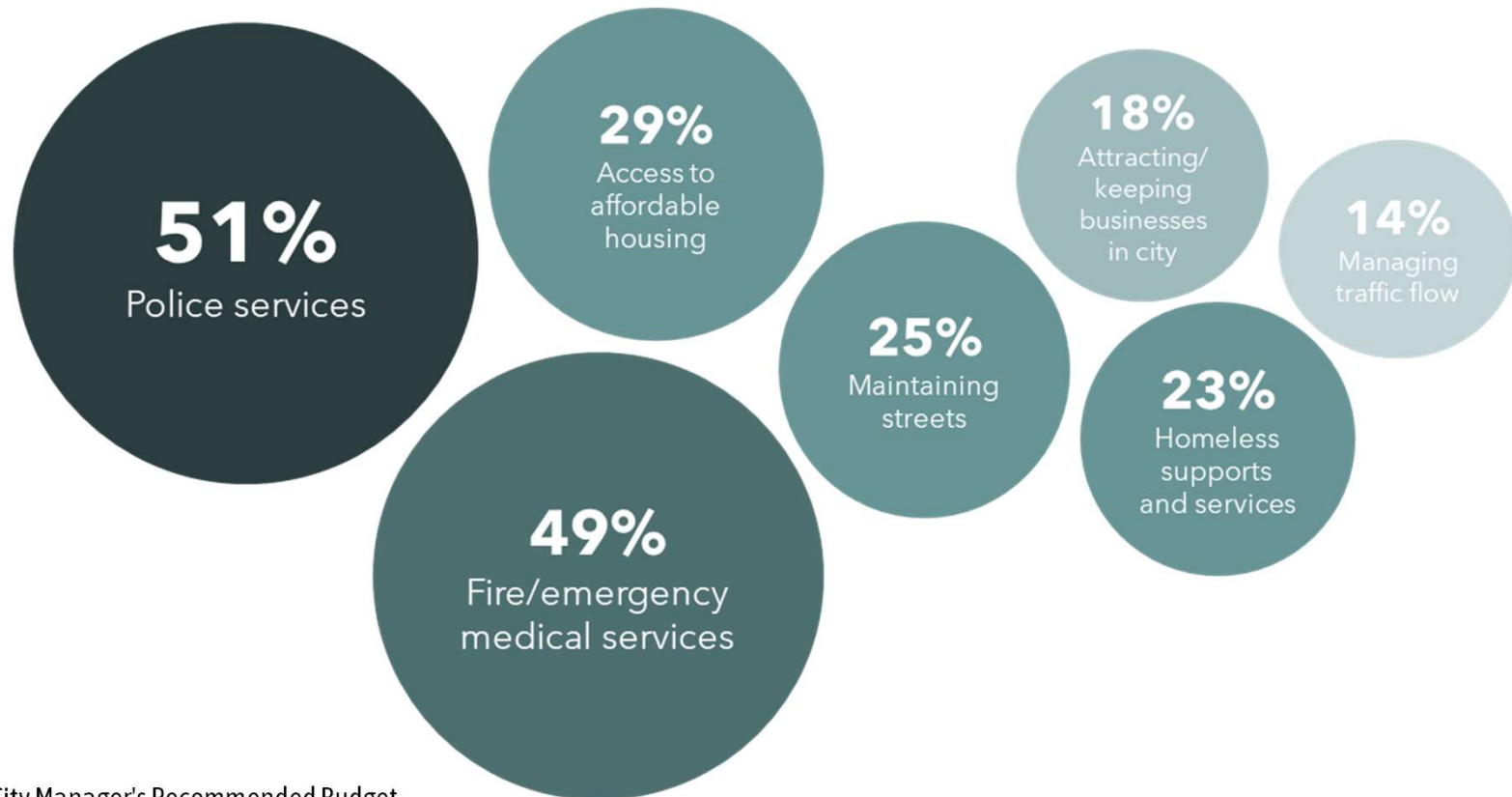
Budget Framework – *Community Input*

- Community Survey: % of residents who listed this as a high priority for funding in the city's budget.



Budget Framework – *Community Input*

- Community Survey: % ranked top 3 most important



Budget Framework – *Community Input*

- On-line engagement: Strategic Plan Focus Area Priority

1. Rank the following focus areas in order of importance to you.

Item	Overall Rank	Rank Distribution	Score	No. of Rankings
Safe and Prepared Community	1		3,310	556
Housing and Human Needs	2		3,022	556
Economic Opportunity	3		2,706	556
Transportation and Mobility	4		2,563	556
High Performing Government	5		2,301	551
Climate and Natural Systems	6		2,296	554
Vibrant and Distinct Neighborhoods	7		2,229	558
Culture and Heritage	8		1,574	554


Lowest Rank Highest Rank





Financial Policy Proposed Updates

12 | 2025-2026 City Manager's Recommended Budget



Financial Policies – *Role & Purpose*

- Council updated City financial policies in 2012 and every two years thereafter
- Objectives:
 - Establish framework to build City's financial future in prudent, proactive way
 - Include best practices to ensure long-term fiscal stability
 - Simplify & modernize policies to reflect current economic environment and fiscal constraints



Financial Policies - *Framework*

- ***City Financial Policy Framework***
 - Long Range Financial Planning
 - Reserves, Revenue & Resource Utilization
 - Budget Management
 - Capital Planning & Asset Management
 - Debt and Investment Policies

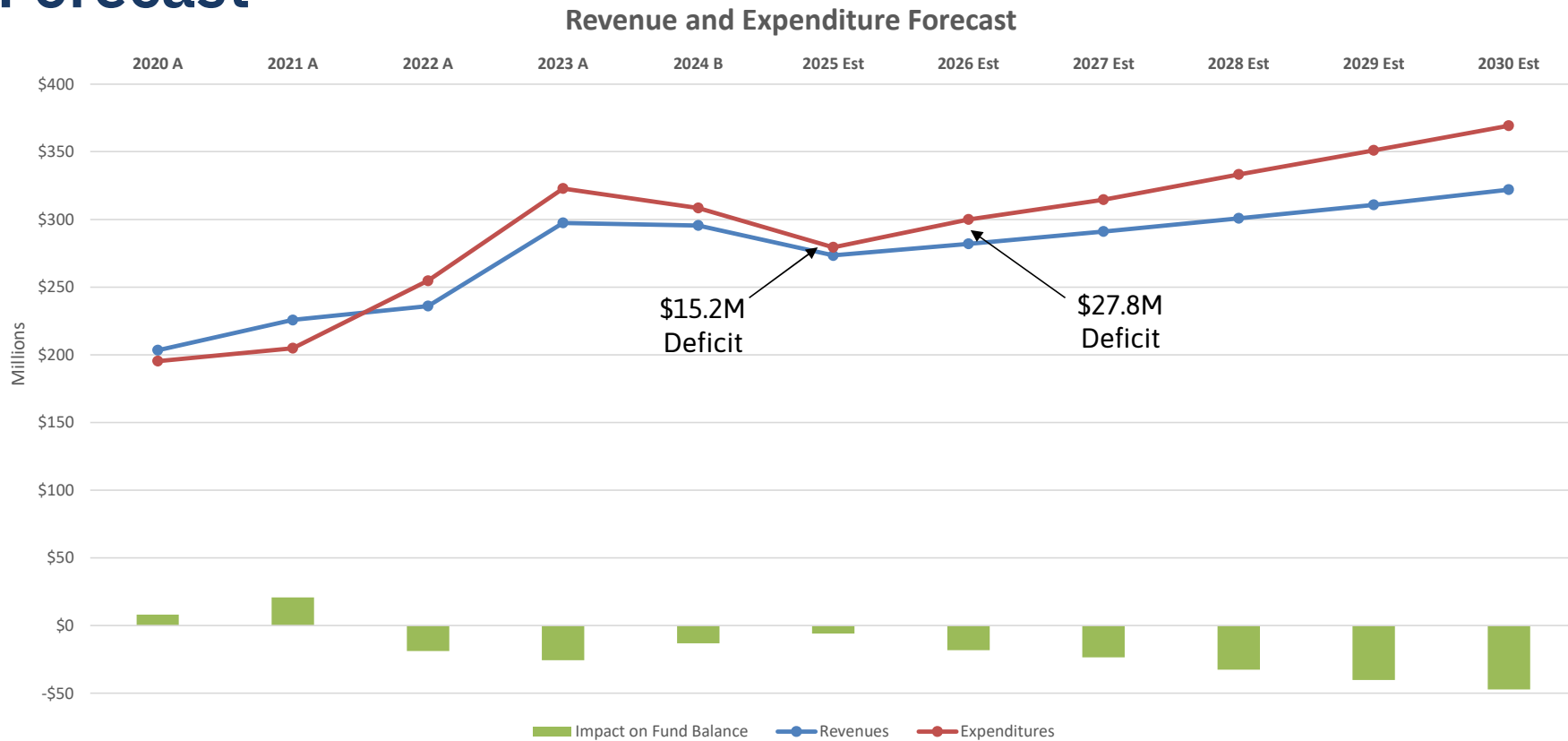


Financial Policies

- ***Proposed Changes are minor:***
 - Eliminate reference to the 2015 Streets Initiatives language. The funding/priorities have been incorporated through budget action and the 2025-26 Budget creates a new baseline for Streets and Transportation;
 - True-up Financial Policies related to pay to bring in consistency with City Charter;
 - Eliminate reference to Proposition 2, as results were incorporated in the budget.



2025-2030 General, Street, and Fire Funds Current Law Forecast



2025-2030 General, Street & Fire Funds Forecast

- ***Deficit is Structural***

- Has been deferred for more than a decade through constrained spending and new revenues

- ***Inflationary is Extraordinary***

- Highest in a generation; impacting all departments

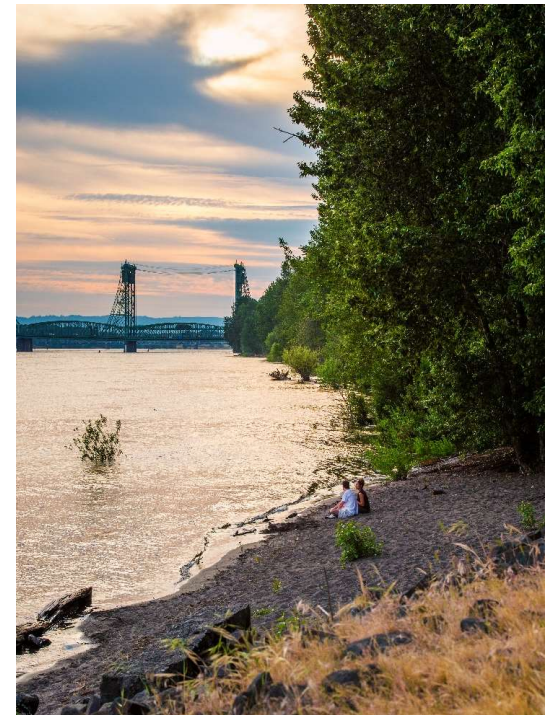
- ***Budget Must be Balanced***

- A range of options, including spending reductions, cost reallocation and new revenue



2025-2026 City Manager's Recommended Budget

- Framework
- Assumptions
- Highlights
- Budget Packet



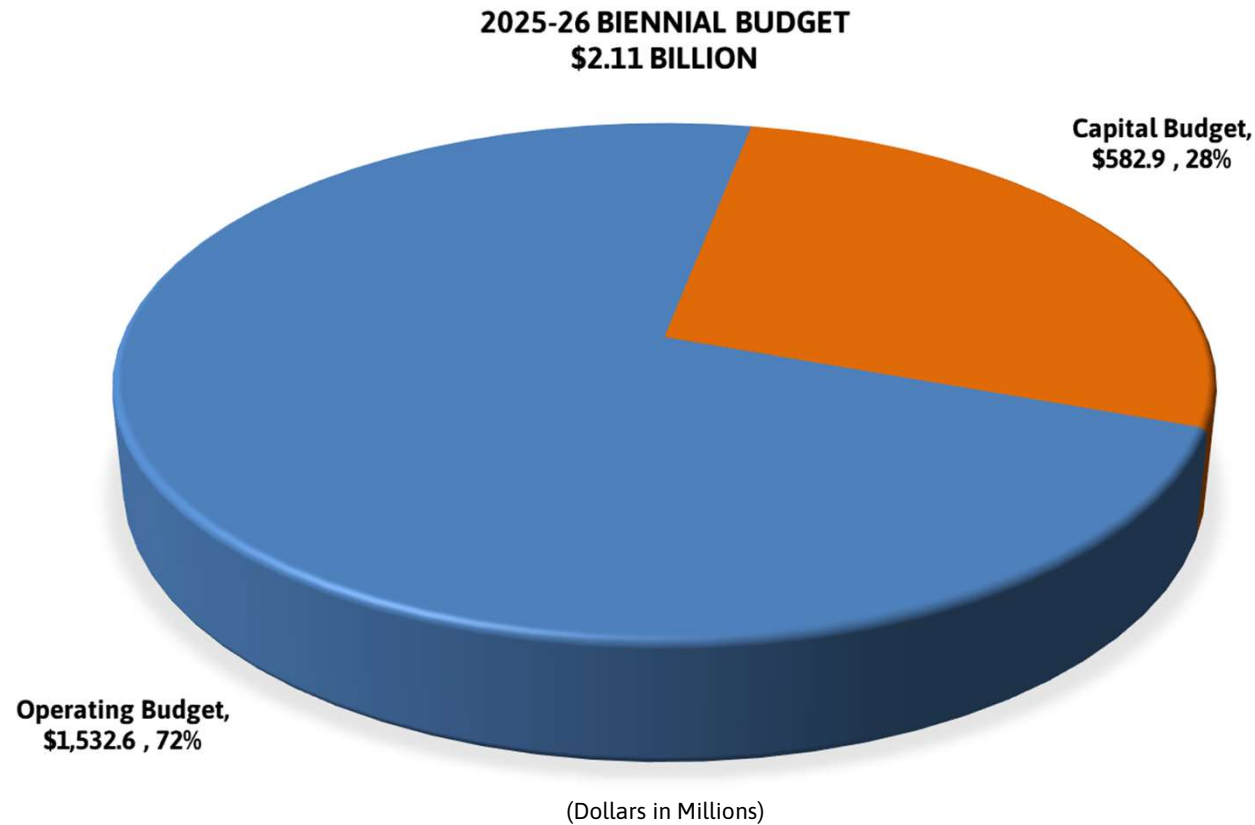
2025-26 Budget – Glossary of Acronyms



- ARPA – American Rescue Plan Act
- B&O – Business and Occupation
- CIP – Capital Improvement Plan
- COLA – Cost-of-Living Adjustment
- CRESA – Clark Regional Emergency Services Agency
- FTE – Full Time Equivalent
- GF – General Fund
- LTD – Limited Duration
- TBD – Transportation Benefit District
- TIP – Transportation Improvement Plan
- PIF – Park Impact Fee



Budget Framework - *Overview*



1,355.70 FTEs
authorized in
Budget



2025-2026 City Manager's Recommended Budget

Recommended Budget: \$2.1 billion

**Operating Budget
\$1.5 billion**

**Capital Budget
\$0.6 billion**

**General, Street,
Fire Funds
\$769 million**

**All Other
Operating Funds
\$763 million**

**Capital Projects
\$440 million**

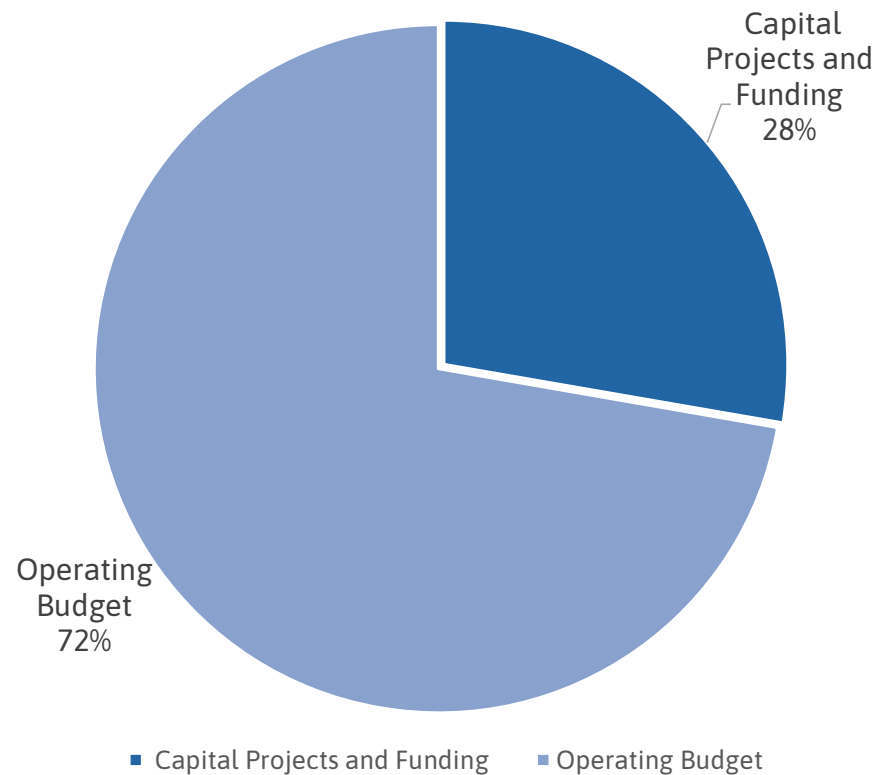
**Funding
Transfers
\$143 million**



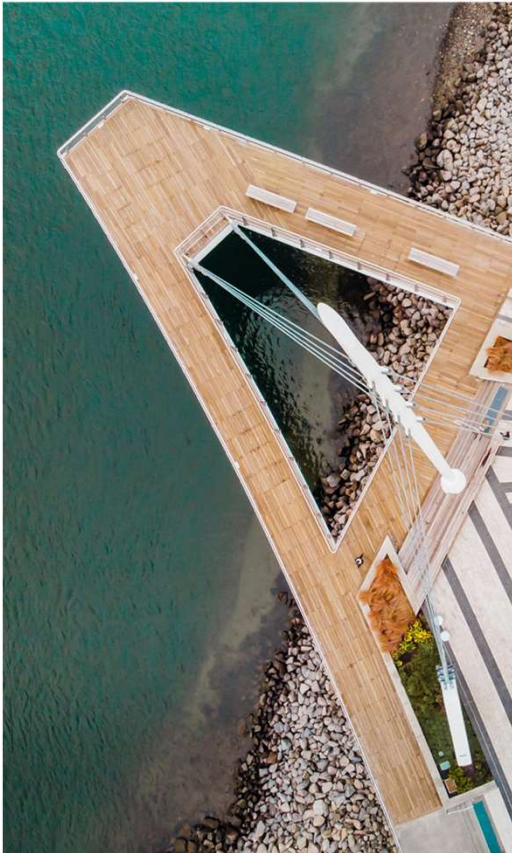
2.2% increase over the 2023-24 Biennial Budget

City of Vancouver 2025-2026 City Manager's
Recommended Budget

- Shift from Operating to Capital Budget, funded by dedicated capital funding
- The 2025-2026 Budget includes carryforward budget of \$16.5M for GF, Streets, and Fire



2025-26 City Manager's Recommended Budget



- Balanced through a combination of expenditure reductions, cost reallocations and revenue increases
- Prioritized public safety and lessening impact on residents
- Reduces City staffing by 9.05 net FTEs, compared to 2024 staffing
- No debt anticipated, except for the Utility-supported
- Operating, Capital, and General Fund reserves maintained at levels provided for in the City's financial policies
- Proposition 4, if approved, will be added in the first Supplemental appropriation



2025-26 Recommended Budget Revenues



- Local economy is anticipated to slowly grow over the next two-year period
- Base property levy increase 1% in each year
 - Additional Proposition 2 banked capacity recommended in 2026
- Sales Tax average growth 4.4% per year over 2024 projected revenues
- 6% blended utility rate increase stemming from the recommended 6% rate increase on Water, Sewer, Drainage and Solid Waste utilities
- Improve cost recovery through passing credit card fees to customers
- Minimize city subsidy of non-resident recreation fees



2025-2026 New Revenues

Source	Dollar Amount	Restrictions?	Additional Consideration	City Manager's Recommendation
Cable Tax 6%	1.9 Mil	No	Supports general fund operating	Implement in 2025
Commercial Parking Tax	\$0.5 Mil	Yes – Transportation Only	Applies to short term parking; revenue use for new transportation expenses	Implement in 2026 at \$0.15/transaction off-street \$0.20/transaction on-street
Banked Capacity	\$5.5 Mil	Yes – Prop. 2 Authorized expenses	Supports inflation in operating and capital costs associated with Proposition 2 investment	Implement in 2026 due to Proposition 4 under consideration



2025-2026 New Revenues

Source	Dollar Amount	Restrictions?	Additional Consideration	City Manager's Recommendation
Admissions Tax	\$0.4 Mil	No	Introductory structure applicable to multi-screen movie theaters only	Implement in 2025, dedicated to advancing design of Arts Hub and advancing feasibility of Performing Arts Center
Arts & Culture Sales Tax	\$6.5 Mil	Yes, a portion required to be used for student access to culture and arts	Further engagement with Arts and Cultural Commission in 2025 to inform final program	Implement in 2026; majority of funds dedicated to capital investment into new Cultural facilities in the Vancouver Arts District
Business & Occupation (B&O) Tax – Retail Only	~\$7.1 Mil (2026)– on retail only	Statutorily – No Restricted by City Council direction: to dedicate to the construction/operation of the bridge shelter	New revenue implementation, use and duration tied to establishment and operation of bridge shelter	Implement in 2026 a funding source for capital and operating costs of the bridge shelter; includes sunset of tax ties to operation of shelter



2025-2026 Revenue Recommendations



NEW/SIGNIFICANT CHANGES in REVENUES

- Update all special license fees to adjust for inflationary and eliminate current General Fund subsidy
- Optimize all City fees for service, other than utility funds
- Recommendation to the Transportation Benefits District to implement a new \$10 license fee effective 7/1/2025
- Increase in PIF rates, representing years 5 and 6 of the six-year increase implemented in 2020
- Increase business license surcharge, consistent with years 3-4 of multi-year policy adopted in 2022



2025-26 Budget Framework



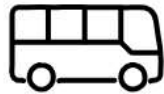
- Budget reductions in all departments; Public Safety reductions were minimized as possible
- Significant increases in the costs of health, stop loss and liability/workers' compensation costs
- Higher Emergency Response costs, CRESA costs
- COLA increases and market study recommended alignments remain consistent with inflation
- No new debt, except Water-funded portion of the Operations Center, (funded by the rate increased passed in 2023, no additional increase required)



2025-26 Budget Framework: Maintained Council Policy Priorities



Culture and Heritage



Transportation and Mobility



Vibrant and Distinct
Neighborhoods



Economic Opportunity



Climate and Natural Systems



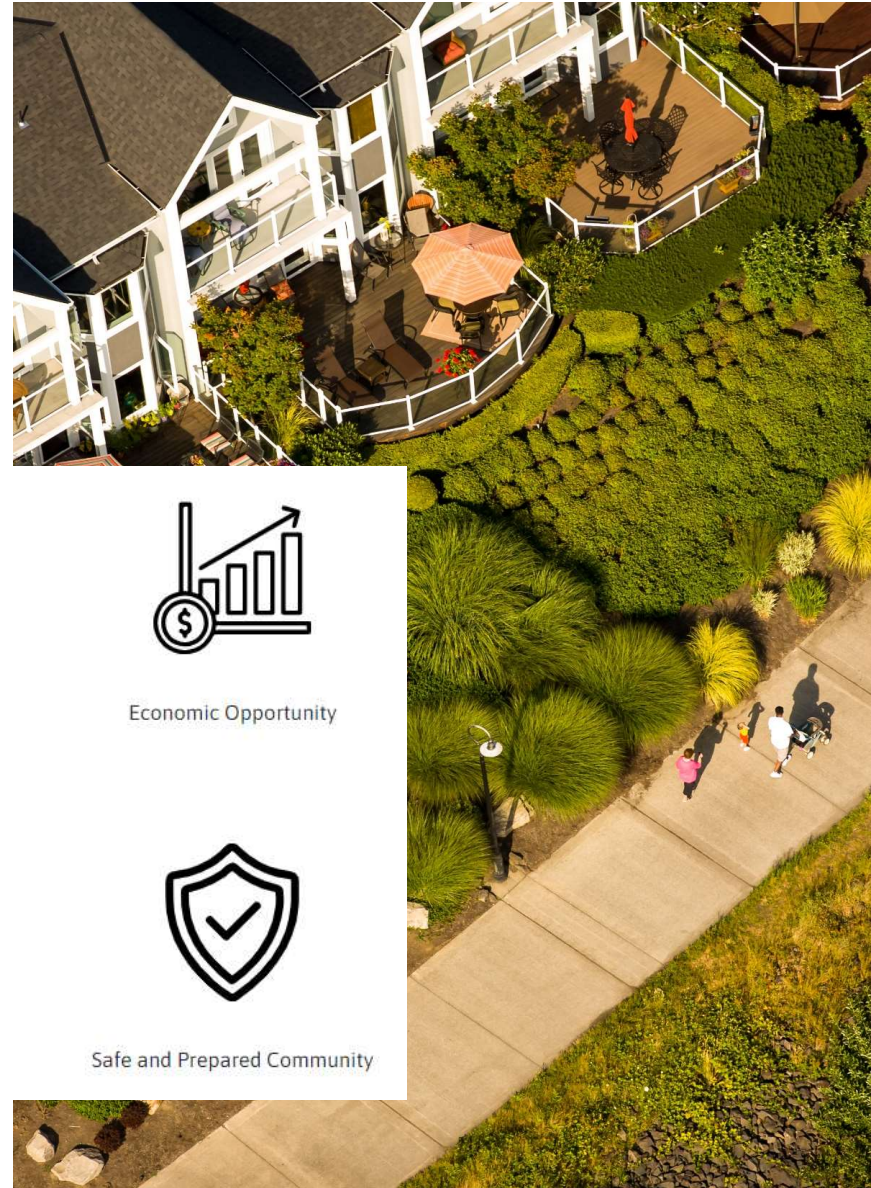
High Performing Government



Housing and Human Needs



Safe and Prepared Community



Safe and Prepared Community

Police

- Lower reduction targets
- Minimized reductions by maximizing reliance on restricted revenues
- Resulting net 1.0 FTE reduction, non-sworn
- Shifting 5.0 Corporal and 2.0 Sergeant positions to patrol enforcement
- Increased CRESA costs

Fire

- Lower reduction targets
- Net reduction of 3.0 non-sworn FTEs
- Maintained sworn staffing
- Increased cost of CRESA and Emergency Medical Response



Housing and Human Needs

Unsheltered Community

- Maintained HART team within City's restricted revenues
- Recommending implementing B&O on retail only to fund operating and capital costs of construction of a 150-bed shelter

Housing

- Appropriate \$10M per year in Affordable Housing Property Tax, consistent with Finance and Administration Plan
- Appropriate \$6.7M in ARPA funds to invest into developing additional affordable housing solutions in the Fourth Plain Corridor



Grow Economic Opportunity

Strategic Infrastructure Investments

- TIP/CIP Updates
- ARPA funds Main Street & Fourth Plain
- Operations Center Campus

Urban Development

- The Heights
- Waterfront Gateway
- City Center District
- Section 30

Housing and Unsheltered

- Housing Strategy (sales tax and sales tax credit)
- Affordable Housing property tax of \$10M per year



Climate and Natural Systems

Climate Action Plan

- Maintained 1.0 FTE for Climate Action Outreach to the community
- The City's Green Code policy is under development
- Develop alternate solutions for parking downtown
- Implement tiered water rate structure (conservation & resilience)

Municipal Operations

- Replace two stroke engine – running equipment with electric at the end of useful lives
- Develop a map of electric charger stations city-wide
- Replace parking vehicles with electric
- Seed funding for local match for future grants to fund Solar panels on City buildings



Climate and Natural Systems

Complete Streets / Active Mobility

- New Complete Streets
- New Trails Connectivity Ongoing Program

Parking

- Implement weekend enforcement
- Complete Downtown Parking Plan
- New parking demand management practices

Land Use Policy

- Vancouver City Center Vision (VCCV) update
- Completion of Comprehensive Plan



Vibrant and Distinct Neighborhoods

Parks and Neighborhoods

- Three playground replacement projects per year in each year
- Continue concert in the park series
- Maintain a slightly lower neighborhood grant program
- Maintain free summer playground program

Equitable project investments and program outcomes

- Investment into historically underserved communities and populations:
 - \$25 mil ARPA investment into the Fourth Plain corridor
 - Street and Utility project investments into communities with higher disparity scores



Transportation and Mobility

Transportation and Mobility

- Robust Pavement Management and capital programs
- Additional resources to replace lights and sidewalks
- Construction of Complete Streets

Water / Sewer / Drainage Utility Resiliency

- Robust capital programs in Water, Sewer and Drainage Capital
- Rate increase anticipated of 6% (blended)
- Currently – the only project anticipated to be debt funded in 2026 is the Operations Center Redevelopment

Parks

- New Connector Trail: extension of Burnt Bridge Creek to 18th, phase 1



High Performing Government

Human Resources

- The market compensation study is wrapping up to ensure competitiveness
- Recommend City pay for 90% of employee health insurance and 80% of the cost of dependents' coverage for non-union employees

Information Technology / Finance

- Replace phone system
- Migrating Infor from an on-premise version to the Cloud
- Create revenue auditing program
- Invest in helping disadvantaged small businesses get certified with the WA state

Civic Buildings

- Fire Stations 3 and 6 design, Station 8 remodel
- General Facility Asset Management
- Chkalov remodel
- Operations Center Campus
- Fund highest maintenance priorities



Culture and Heritage

Parks

- Continue design of the Arts Hub
- Continue funding concerts in the parks
- Continue free Arts festival into 2025 and special events
- Admissions tax to fund investment in Arts Hub and future operating of Arts Hub

General Government

- 0.1% Cultural Access Sales Tax in 2026 to fund:
 - Student access to recreation (5%)
 - Grants in culture and heritage (5%)
 - Capital investment in new/expanding culture/arts facilities in Arts District



Culture and Heritage (cont.)

General Government (cont.)

- Pro-forma and business plan for Performing Arts Center
- Increase Lodging Tax grant program, dedicating \$100k/year for additional grants and \$800K/year for capital investments into eligible facilities

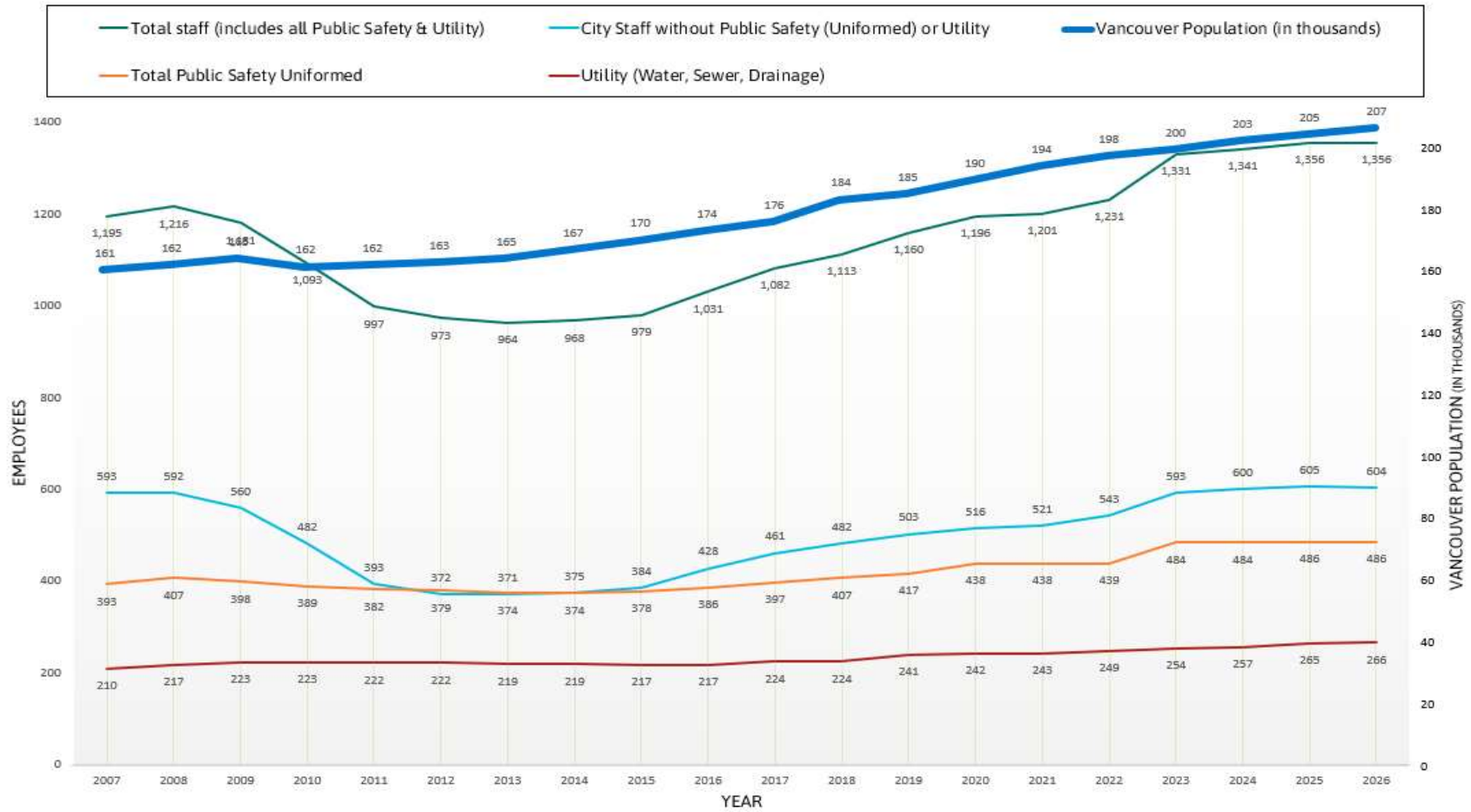


2025-2026 Staffing

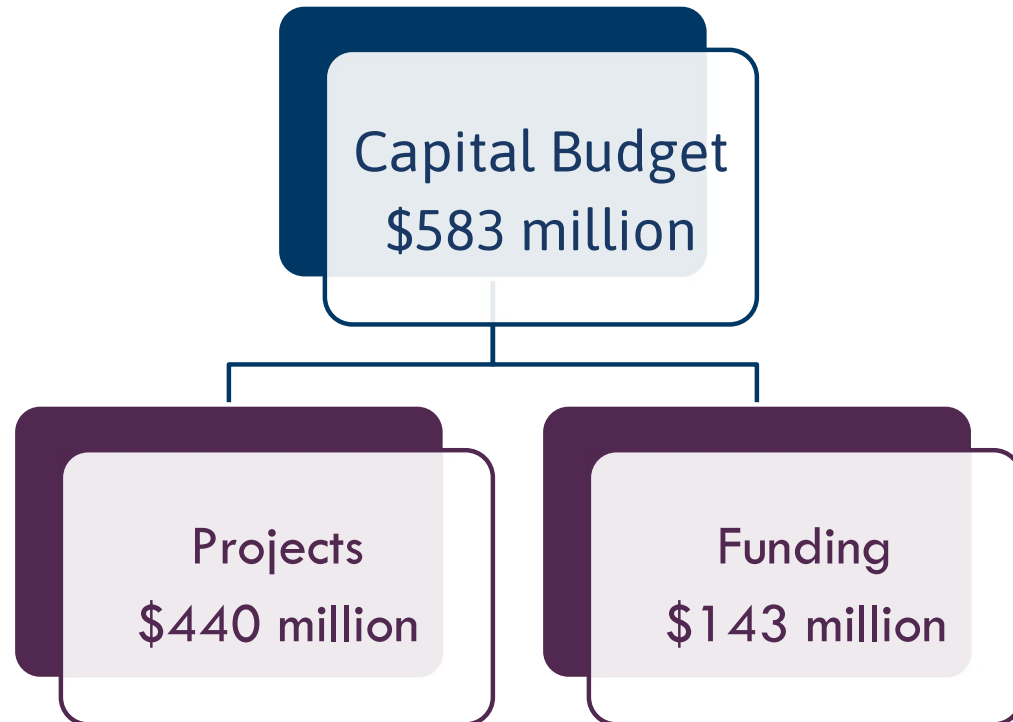
- **Net city-wide reduction of 9.05 FTEs compared to 2024**
 - Reduced 27.55 Regular FTEs
 - All sworn public safety positions were maintained
 - 9.00 FTEs were filled, impacting twelve employees
 - Reduced 8.50 LTD FTEs
 - 1.50 FTE were filled, impacting two employees
 - Added 21.00 FTEs
 - Majority are funded by new revenue or utility funds, or charging to capital projects
 - Added 6.00 LTD FTEs
 - 5.00 to support Operations Center Campus Construction
 - 1.00 to support implementation of Tiered Rates



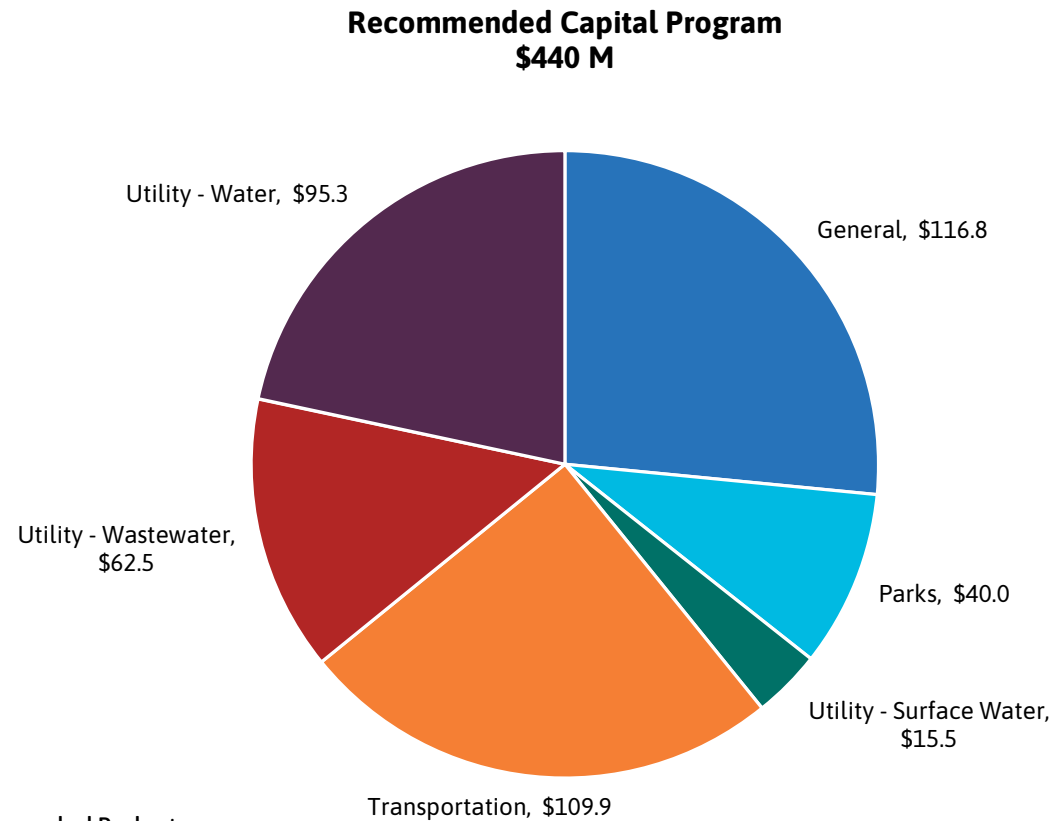
Vancouver City Staffing Over Time



2025-2026 City Manager's Recommended Budget



2024 First Supplemental Capital Funding

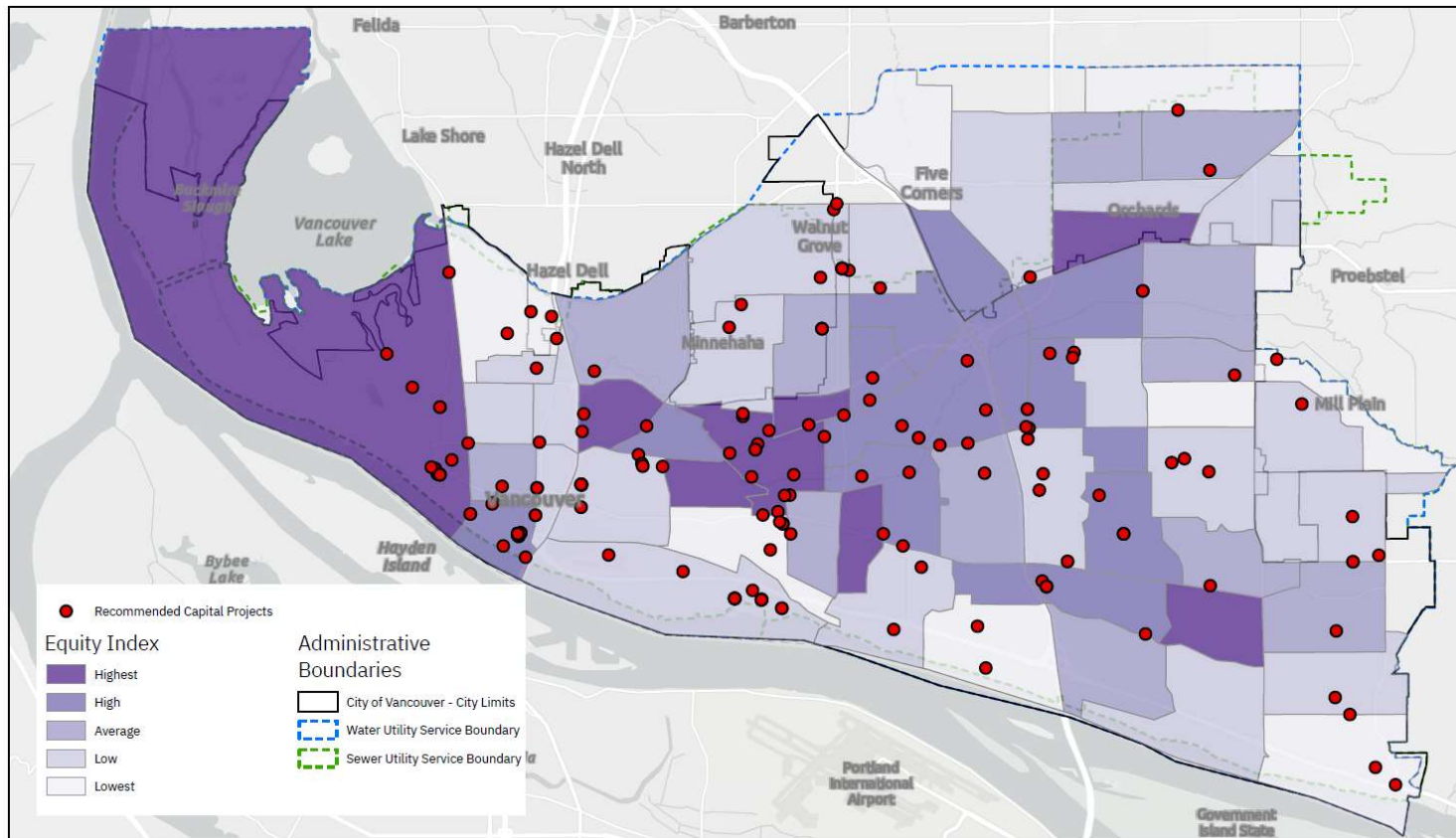


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2025-2026 City Manager's Recommended Budget

Capital



2025-26 City Manager's Recommended Budget

Capital Budget: General - \$116.8M

- General Capital Highlights

○ Operations Center Campus Replacement	\$36.1M
○ Police Headquarters	\$20.0M
○ 521 Chkalov Drive Property Remodel	\$15.0M
○ Fire Station 8 Remodel	\$11.4M
○ Bridge Shelter Design and Construction	\$9.5M
○ Arts Hub Design & New Roof	\$6.5M
○ Waterfront Gateway Modification	\$5.2M
○ Fire Stations 3 and 6 Design	\$4.0M
○ Firstenburg Solar Project (Local Match)	\$0.4M
○ City Facilities Maintenance Investments: Roofs, HVAC, Panels, etc.	



2025-26 City Manager's Recommended Budget

Capital Budget: Parks - \$40.0M

- Parks Capital Highlights

○ Waterfront Gateway Plaza	\$5.5M
○ Grand Loop Plaza	\$5.4M
○ Heights Civic Plaza	\$5.3M
○ Bagley Community Park Development (ARPA)	\$5.3M
○ Trails Connector Program (includes ext. of Burnt Bridge Creek)	\$4.0M
○ District 4 Park Acquisition	\$4.0M
○ Oakbrook Park Development	\$2.7M
○ Vancouver Innovation Center (VIC) Land Acquisition	\$2.1M
○ 4-6 Playground Replacements & adding features for pre-teens and teens	\$2.0M
○ Fourth Plain for All - 3 Playground Replacements (ARPA)	\$2.0M



2025-26 City Manager's Recommended Budget

Capital Budget: Streets - \$109.9M

- Streets Capital Highlights

○ Grand Loop Infrastructure Improvements (Heights)	\$21.8M
○ 137th Ave Corridor - 49th to Fourth Plain	\$16.0M
○ Main Street - 5th to 15th (ARPA)	\$15.9M
○ NE 18th St - 97th Ave to 107th Ave	\$11.0M
○ Safety & Mobility Complete Street Projects (funded by 0.1% TBD Sales Tax)	\$7.6M
○ Mill Plain/MacArthur Intersection Improvements	\$6.5M
○ Safe Routes For All Projects	\$5.8M
○ Jefferson St - Evergreen to Mill Plain	\$5.5M
○ NE 184th Avenue - SE 1st Street to NE 4th Street	\$3.5M
○ Evergreen Trail - Chelsea to Image	\$2.8M
○ SE 1st Street - 177th Ave to 192nd Ave	\$2.0M



2025-26 City Manager's Recommended Budget

Capital Budget: Surface Water - \$15.5M

- Surface Water Capital Highlights

○ Fruit Valley Neighborhood Storm Retrofit	\$3.6M
○ Columbia Slope Culvert - Mill Creek	\$3.2M
○ W 22nd St & Thompson	\$2.3M
○ Columbia Way to Columbia River Retrofits	\$1.4M
○ Downtown Capacity Analysis and Upgrade	\$0.9M



2025-26 City Manager's Recommended Budget

Capital Budget: Wastewater - \$62.5M

- Wastewater Capital Highlights

○ Marine Park Phase 2A	\$5.5M
○ E-Interceptor Rehab Phase 3	\$5.2M
○ Capital Preservation and Compliance	\$5.0M
○ Capital Preservation - Collection Improvements	\$4.7M
○ IR - Interceptor Rehabilitation	\$4.0M
○ Demand Response - SCIP	\$3.4M
○ Section 30 South Pump Station	\$3.0M
○ Marine Park Bar Screens Upgrade	\$2.6M
○ Westside Equipment and Parts Storage Building	\$2.0M
○ 18th Street Trunk Rehabilitation Project	\$2.0M



2025-26 City Manager's Recommended Budget

Capital Budget: Water - \$95.3M

- Water Capital Highlights

○ Operations Center Redevelopment	\$54.2M
○ Water Station 14 Polyfluoroalkyl Substances (PFAS) Treatment System	\$10.0M
○ Ellsworth Well 1 Replacement	\$5.4M
○ Burton Road Transmission Main (T-34)	\$3.9M
○ Burlington Northern Santa Fe 4th Plain Crossing (T-3)	\$2.7M
○ Water Station 3 Reservoir/Tower/Booster Replace/Hypo	\$2.5M
○ 99 St to 152 Ave & Padden to Ward Rd Transmission Main (T-33)	\$2.4M
○ Heights District Redevelopment	\$2.0M
○ Phoenix Way to California Street Water Main Replacement	\$2.0M



Budget Ordinances

- 2025-26 Budget Ordinance and Financial Policies Resolution
- Property Tax Ordinances – recommended 1% increase for 2025
- Utility Rate Increase Ordinances: 6% annual increase, weighted
- Parks Impact Fees increase consistent with A Stronger Vancouver, years 5 and 6
- Cable excise tax 6%
- Commercial Parking tax \$0.15 and \$0.20 per transaction
- B&O tax on Retail only at \$0.001
- Admissions tax on movie theaters 5%
- Update to Special Licenses for inflation
- Cultural Access Sales Tax, effective 2026
- Update to Vancouver Arts District area
- Fire Marshal's fee updates



Budget Review – Operating & Capital



CITY OF Vancouver WASHINGTON

City Manager's Recommended 2025-26 Budget

The City Manager is responsible for finalizing and presenting the Recommended Budget to the City Council. The City Manager's Recommended Budget is the culmination of a process that includes budget development, analysis, and necessary revisions. After the City Manager's final review, the Budget Office prepares the Adopted Operating and Capital Budgets, including the executive summary and detailed recommendations.

Operating Budget

The City of Vancouver's expenditures is the outflow of funds to pay for salaries, benefits, supplies, services or any other obligation of the city. Interact with the dashboard by filtering on Fund, Department, and Category.

[Explore Operating](#)

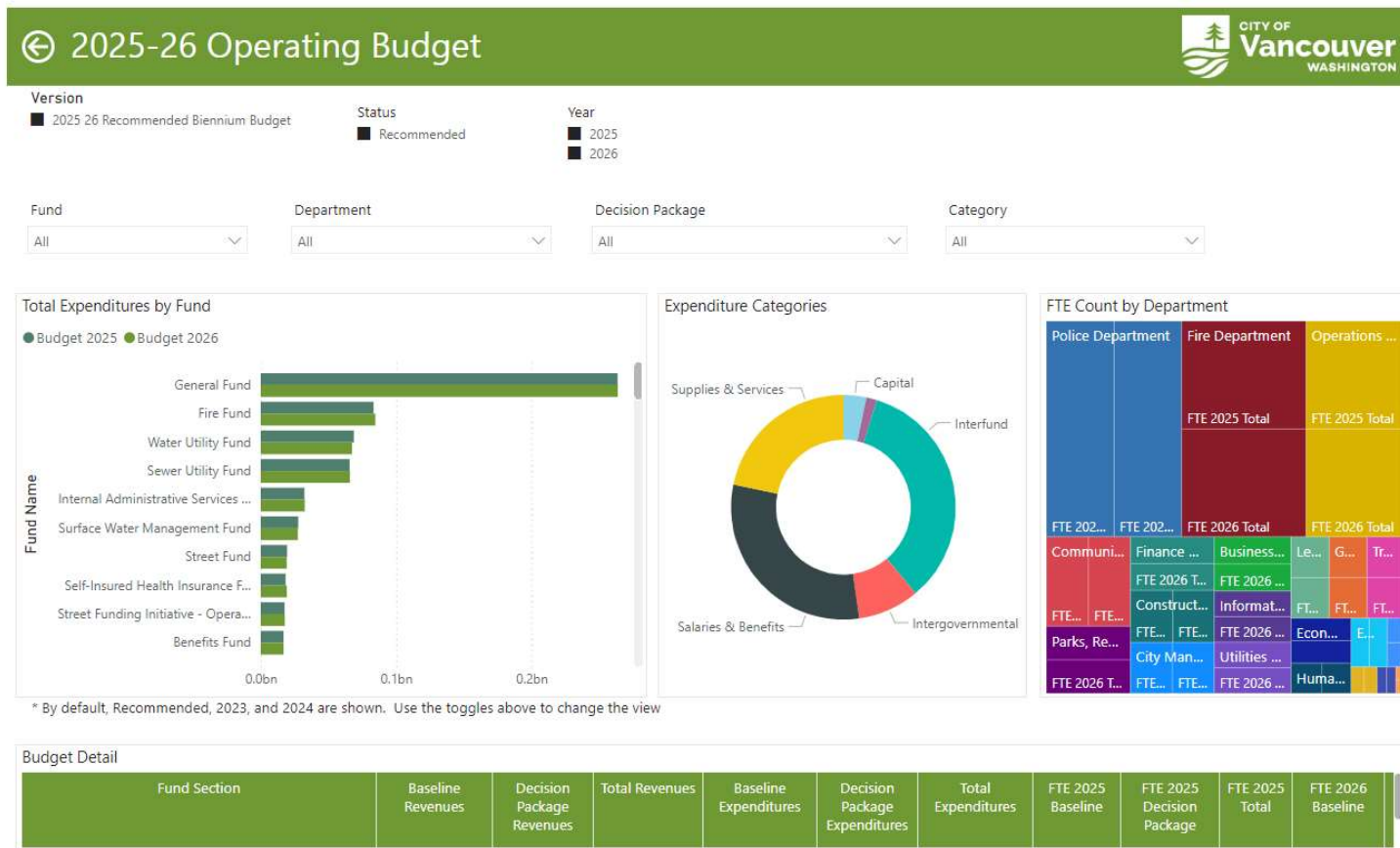
Capital Budget

Capital Budgets consists of capital funds and capital projects in blended funds like 481 Airport Fund and 491 Parking Services Fund. Interact with the dashboard by filtering on Fund, Department, and Project.

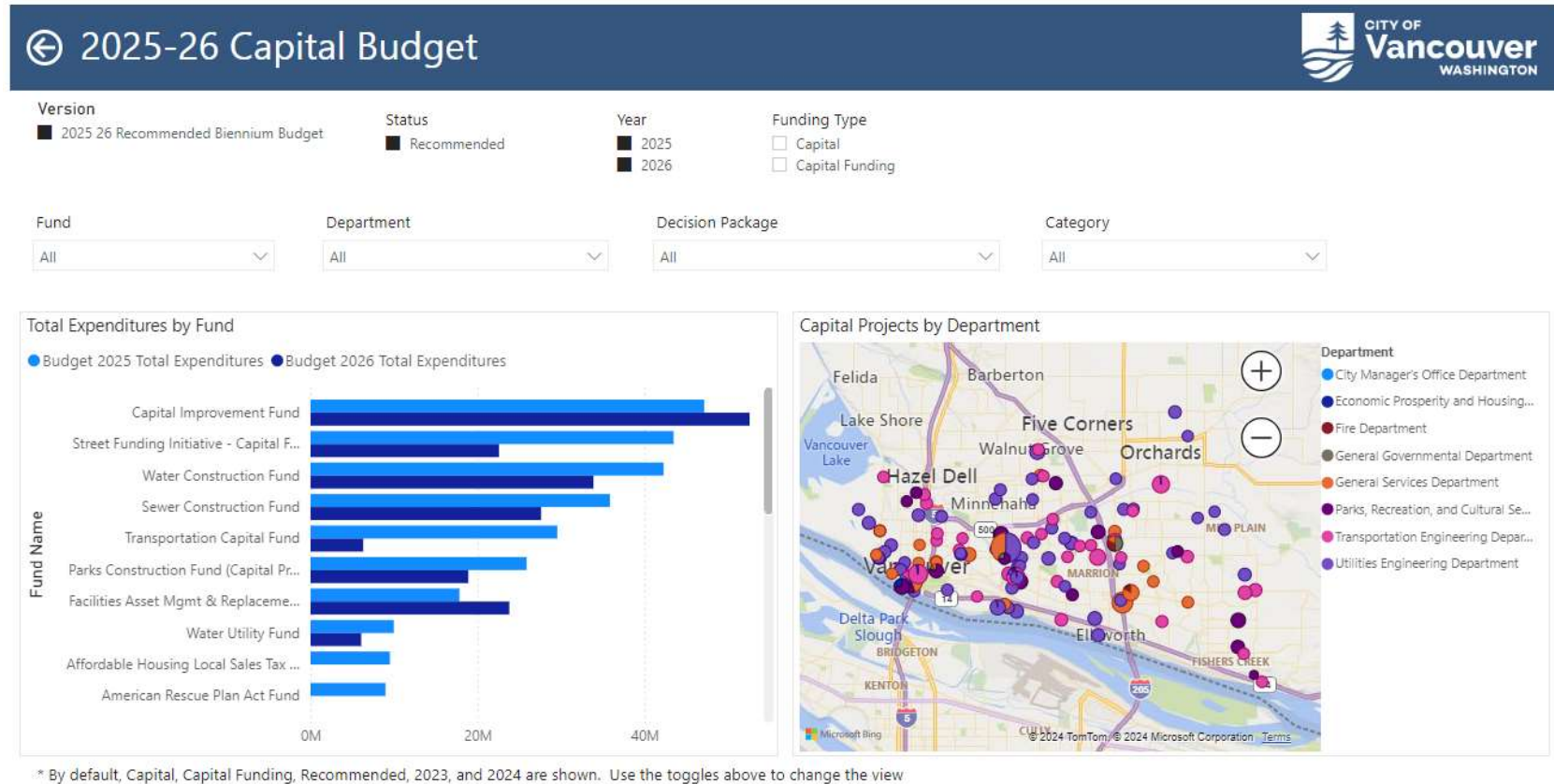
[Explore Capital](#)



Budget Review – Operating



Budget Review – Capital



2025-2026 City Manager's Recommended Budget



Easier to review using PDF reports:

- Position Changes
- Financial Policies
- Strategic Initiatives
- Capital Funding
- Budget Reductions





Next Steps





Next Steps

- City Manager's Recommended Budget Published: Sept. 30
- Online Budget Review Tool Available: Oct. 2
- City Manager's Recommended Budget:
 - First Council Workshop – Oct. 7
 - Council Review – Oct. – Nov.
 - First Reading – Nov. 4
 - Public Hearing & Adoption– Nov. 18



Upcoming Actions

- November 4, 2024
 - First Reading of the 2025-2026 Budget and Supporting Ordinances
- November 18, 2024
 - Public Hearing on the 2025-26 Budget and Supporting Ordinances
 - Budget Ordinances:
 - Budget Ordinance
 - Property Tax Ordinances
 - Utility Rate Increase
 - Admissions Tax
 - Business & Occupation Tax
 - Commercial Parking Tax
 - Cable Excise Tax
 - Cultural Access Sales Tax
 - Special fee inflationary increases
 - Resolution on Financial Policies



Thank You



shannon.olsen@cityofvancouver.us | 360-487-8497 | cityofvancouver.us





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 8, 2024

WORKSHOPS: 3:00-6:00 p.m.

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

Workshops were conducted in person in the Council Chambers of City Hall. Members of the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org 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/36593?startStreamAt=0&stopStreamAt=10801

Police Levy Recommendation

(Approximately 1 hour)

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

Council moved the Police Levy Recommendation to be presented after the Transportation System Plan Update.

Summary

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

Councilmember Harless attended the workshop remotely.

Transportation System Plan Update

(Approximately 1 hour, to immediately follow previous workshop)

Kate Drennan, Transportation Planning Program Manager, 360-487-7959

Council moved the Police Levy Recommendation to be presented after the Transportation System Plan Update.

Summary

Staff led Council through a discussion of the Transportation System Plan Update.

Councilmember Harless attended the workshop remotely.

Critical Areas Ordinance

(Approximately 1 hour, to immediately follow previous workshop)

Domenique Martinelli, Senior Planner, 360-487-7943

Summary

Staff led Council through a discussion of the Critical Areas Ordinance.

Councilmember Harless attended the workshop remotely.

Joyo Delegation City Hall Tour: 6:00-6:20 p.m. - 1st Floor Lobby, City Hall

REGULAR COUNCIL MEETING: 6:30 p.m.

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/36595?startStreamAt=0&stopStreamAt=907 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 Perez, Fox, Paulsen, Stober, Hansen, and Mayor McEnerny-Ogle

Absent: Councilmember Harless

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

Proclamation: Sister City Recognition

Mayor McEnerny-Ogle read and presented a proclamation to Toshiharu Okuda, Mayor of Joyo City, Hiromitsu Morisawa, Chair of the Joyo International Exchange Association, and Masayoshi Okubo, representing the Joyo International Exchange Association, proclaiming recognition of the City of Vancouver and Joyo City Japan as Sister Cities.

City Council and Joyo Delegation Dinner Break / Gift Presentation: 7:00 p.m. - Aspen Room, City Hall

The City Council and the Joyo City delegation held a gift exchange and dinner in honor of the Sister City visit.

Adjournment

8:30 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.

put on Public Comments and on Record for 7-1-24 VCC meeting and
reply that you did this - we4the4people@aol.com

Kimberlee Goheen Elbon Patriot Life resident of Clark County Wa USA.

I Speak to The People of Vancouver where I was born and to all People here in Clark County WA USA I will Speak to the Police Levy and put again on record that the American Vancouver resident depends on Our Peace Officers and it is not the law abiding People that are criminals - so remember that when it comes time for the next planned Demic – that You serve The People and not the government as Our Hard Earned Tax Dollars funnel through this tyrannical marxist government and then to You – it is WE THE PEOPLE that actually put food on Your tables and clothe Your Families - with OUR Hard Earned Tax Dollars. On October 24, 2022's City Council meeting is an example of a Vancouver Police Officer, directed by mayor McCenerny Ogle to take Me by force out of chambers. This behavior from a Public Servant is not acceptable nor will it be, even as the Local government will continue to rule over The People instead of WE THE PEOPLE ruling over them. I ask all Police to remember where Your food and survival comes from – Hard Earned Tax Dollars - Serve The People - not the government when it gets rough this year and Thank You for Your Service and Oath to The People.

INDEPENDENCE DAY is very important to WE THE PEOPLE that are aware of what is happening in todays world as Cities such as Vancouver, Portland, Olympia, Seattle and more than 400 Cities across Our once Sovereign Nation are members of the United Nations and DO NOT follow The Constitution or The Bill of Rights as they use Hard Earned Tax Dollars to follow the UN agenda 21-2030 to have a one world government and to depopulate. Independence and Truthful information can be read on the CCBoard of Health web site under SUBMITTED COMMENTS these past few years.

1 of 6

I timely submitted A PROCLAMATION to this council; stating that JULY be Proclaimed as INDEPENDENCE MONTH and as did the CCCouncil – You plagiarized Our intended written Proclamation and also edited out – ‘The Lords Name’; the mention of a ‘Heritage of Parades, Guns, Bells, Bonfires and Illuminations’ – editing also ‘Our Local Heritage of the Greatest display of FireWorks this side of The Mississippi River at the Historical Fort Vancouver Barracks’. This council wants nothing to do with the American Patriot or any such Love of God, Family and Country. Also edited and deleted was the FACT that The Constitution guarantees OUR RIGHT to abolish any government or alter them if they become destruction, and institute new government. And like the CCCouncil, you also take the Glory meant to go to God – to Those that Love Him and the Free Nation that is under Him and took it for your own pride and gain. Pride, I Believe your pride, will go before destruction and a haughty heart before the fall – Proverbs 16:18.

Carmen DeLeon and I wrote the first ever Original Proclamation for July as Independence Month and this council along with the CCCouncil have taken what We wrote and used it for their own gain.

We find that illegal and appalling to say the least and I want The People of Vancouver to know that this council does not follow The Constitution and I Believe have illegally violated The First Amendment Right to Freedom of Speech as the City Attorney is now returning the three minutes once a month Public Comments on any subject matter; but as a marxist form of government would have it – The Public comments do not matter enough to have them put on record in the weekly agenda and your comments will not be recorded in any way. Oh, did I mention those Concerned Citizens wanting to Speak Their three minutes will have to

2.f 6

wait until the entire meeting is over and adjourned – then You can Speak and it will not be recorded so other Concerned Citizens will not hear what is going on in Their Community or the concerns of other People.

The People of Vancouver have no clue that you took those three minutes away and it's My Duty to wake Them up to this tyrannical form of government as you follow the UN. So how is that transparency of Our First Amendment Rights ??? Wake up Residents of Vancouver and Assemble as Our ForeFathers WARNED US to do when a government becomes destructive as Our Constitution gave US the duty and the Right to do. STAND NOW Todays Independence Day Proclamation is important but I want Citizens to know that this council stole it from Me and Carmen.

I now Proclaim JULY 2024 as INDEPENDENCE MONTH as Originally written and submitted to this council. *Let's make America Godly again.*

*Submitted by Kimberlee Goheen Elbon
wellthe4people@aol.com for Reply*

Original proclamation follows next page, #4

3 of 8

ORIGINAL PROCLAMATION

Where as ~ In the year of Our Lord 1776 Congress declared its Freedom from Great Britain. That these Colonies are Free and Independent States and are absolved from the British crown and

Where as ~ In the year of Our Lord 1776 Independence Day will be the most memorable Epoque, (epic) in the History of America; Celebrating with Parades, Guns, Bells, Bonfires and Illuminations from one end of this Continent to the other from this Time forward forever more." John Adams wrote this and

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

Now Therefore ~ Keeping with the rich Heritage, Patriotism and History of the largest Celebration this side of The Mississippi River at The Historical Fort Vancouver Barracks for Generations to come here in Clark County WA USA ~

WE THE PEOPLE HEREBY Proclaim with the Vancouver City Council ~ JULY as

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

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

Signed this 29<sup>th</sup> day of May, 2022 and now this day of July 1<sup>st</sup>, 2024 ~ ~ ~

Kimberlee Goheen Elbon

Carmen De Leon (Melo)

4 of 6



- [Utility Bill](#)
- [Calendar](#)
- [Services](#)
- [Business](#)
- [Government](#)
- [Community](#)
- [Data](#)
- 1. [Home](#)
- 2. [Government](#)
- 3. [Mayor and City Council](#)
- 4. Meetings, Agendas and Minutes

The WARNING TO SIGN UP TO SPEAK over phone or zoom MUST show here\* that there is a NOON cut off and should be duly noted immediately here and when we 'tap' the 'meetings, agendas and minutes!'

## Meetings, Agendas and Minutes

- Please refer to the published agenda, in the links below, for each specific Council meeting for information about the structure and protocol, including opportunities for public comment, of that meeting.
- City Council agendas are published by Wednesday the week prior to a scheduled Council meeting date.
- All City Council workshops and meetings are streamed live on [www.cvtv.org](http://www.cvtv.org) and broadcast live on CVTV cable channels 23 / HD323 and on the [City's Facebook page](#).
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## Meetings, Agendas and Minutes

post the Noon cut off to speak!

- Please refer to the published agenda, in the links below, for each specific Council meeting for information about the structure and protocol, including opportunities for public comment, of that meeting.
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| Meetings     | Items                |                                                                                                                                                             |                                                                                     |                                                                                                                                 |               |
|--------------|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|---------------|
| Meeting Date | Meeting Type         | Meeting Location                                                                                                                                            | Online Agenda                                                                       | Download Agenda                                                                                                                 | Legal Minutes |
| 07/01/24     | City Council Meeting | Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA                                                                                     |  | <br>(DisplayAgendaPDF.ashx? MeetingID=481) |               |
| 06/29/24     | City Council Meeting | Vancouver City Hall - 415 W 6th Street, Vancouver WA                                                                                                        |  | <br>(DisplayAgendaPDF.ashx? MeetingID=492) |               |
| 06/24/24     | City Council Meeting | Executive Session - Vancouver City Hall - 415 W 6th Street, Vancouver, WA; Community Forum - Firstenburg Community Center - 700 NE 136th Ave, Vancouver, WA |  | <br>(DisplayAgendaPDF.ashx? MeetingID=491) |               |
| 06/17/24     | City Council Meeting | Vancouver City Hall - Council Chambers - 415 W 6th Street,                                                                                                  |  | (T  AgendaPDF.ashx?                        |               |

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page

6 of 6  
page 7 added.

## City of Vancouver Proclamation Request

From: City of Vancouver - Office of the City Manager (cmo@cityofvancouver.us)

To: pcolacenter522@aol.com

Date: Friday, May 31, 2024 at 08:14 AM PDT

Hello, thank you for your proclamation request. Unfortunately, a proclamation request for Independence Day has already been submitted. The proclamation will be read on July 1st if you would like to attend the reading. Thank you and take care.

City of Vancouver  
City Manager's Office  
[cityofvancouver.us](http://cityofvancouver.us)



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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](http://cityofvancouver.us)

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

## July 15, 2024

### **WORKSHOPS: 5:00-5:30 p.m.**

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

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

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

[https://www.cvtv.org/vid\\_link/36611?startStreamAt=0&stopStreamAt=2088](https://www.cvtv.org/vid_link/36611?startStreamAt=0&stopStreamAt=2088)

### **2024 Housing Code Changes**

(Approximately 30 minutes)

*Rebecca Kennedy, Deputy Community Development Director, 360-487-7896; Brian Snodgrass, Principal Planner, 360-487-7946*

#### **Summary**

Staff led Council through a discussion of the 2024 Housing Code Changes.

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

### **EXECUTIVE SESSION re: Pending Litigation and/or Potential**

## **Litigation per RCW 42.30.110; Personnel - RCW 42.30.110 (1)(g) (40min)**

Mayor McEnery-Ogle announced the Council would be entering into executive session from 5:52-6:22 p.m. to discuss Pending Litigation and/or Potential Litigation and Personnel.

## **COUNCIL DINNER/ADMINISTRATIVE UPDATES (6:00-6:30 PM)**

### **COUNCIL REGULAR MEETING**

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

*Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit: [https://www.cvtv.org/vid\\_link/36613?startStreamAt=0&stopStreamAt=3329](https://www.cvtv.org/vid_link/36613?startStreamAt=0&stopStreamAt=3329) Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.*

### **Pledge of Allegiance**

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

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

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

**Absent:** Councilmember Harless

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



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
- Kevin Callahan, Vancouver
- Sharon Pevey, Vancouver
- Richard Seekins, Vancouver

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

Consent Agenda (Items 1-16)

Council pulled item 8 for discussion.

**Motion by Councilmember Stober, seconded by Councilmember Hansen, and carried unanimously to approve items 1-7, and 9-16 on the Consent Agenda.**

**Motion by Councilmember Fox, seconded by Councilmember Perez, and carried unanimously to approve item 8 on the Consent Agenda.**

1. **Construction Acceptance - Water Station 7 Water Treatment Improvements**

Staff Report: 129-24

*The existing Water Station 7 fluoridation and disinfection systems were replaced with modern equipment to meet current standards. The new systems serve the same purpose with additional safeguards. The sodium hypochlorite solution will be generated and stored within the existing plant utilizing salt, water and electricity. In March 2022, City Council approved a contract with Stellar J Corporation to complete this work.*

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

| TOTAL CONTRACT COSTS           |                     |
|--------------------------------|---------------------|
| Labor, Equipment and Materials | \$ 761,359.27       |
| <u>Sales Tax</u>               | <u>\$ 65,968.76</u> |
| Total                          | \$ 827,328.03       |
| Retainage                      | \$ 38,067.96        |

*The final contract amount was roughly 20% higher than the original \$687,701.64. Unforeseen changes were necessary during construction to improve the electrical service going out to the Clark PUD transformer to ensure the reliability of the new systems.*

*The Apprenticeship Utilization goal of 3% was exceeded with Stellar J Corporation and their subcontractors, delivering 453.0 apprentice hours out of the total 2,304 project hours.*

Request: Accept the Water Station 7 Water Treatment Improvements project as constructed by Stellar J Corporation of Woodland, WA and authorize release of bond, subject to receipt of all documentation required by law.

*Patrick Craney, Water Resource Engineer, 360-487-7161*

**Motion approved the request.**

**2. Bid Award - Sodium Fluoride Contract, per bid 24-33**

Staff Report: 130-24

*On June 18, 2024, the City received two (2) bids for supplying and delivering sodium fluoride. The bids ranged from \$841,338.00 to \$1,074,150.00. The low bidder, Newco Inc., has been recommended for acceptance by staff.*

| <b>SUMMARY OF BIDS</b>                           |                |
|--------------------------------------------------|----------------|
| <b>BIDDER</b>                                    | <b>AMOUNT</b>  |
| Newco Inc. DBA Cascade Columbia Distribution Co. | \$841,338.00   |
| Water Solutions Unlimited                        | \$1,074,150.00 |
| Engineers' Estimate                              | \$550,000.00   |

Request: Award the bid amount of \$841,338.00 (\$2,580/ton) for purchase of Sodium Fluoride to the lowest bidder Newco Inc.

*Brian Wilson, Operations Superintendent, 360-487-8275*

**Motion approved the request.**

**3. Contract Amendment - Lead-Free Brass Fittings & Related Products for C-100892**

Staff Report: 131-24

*Contract ITB #22-17: Lead -Free Brass Fittings & Related Products was awarded to Western Water Works Supply Co Inc. in April 2022 for \$300,000 over a period of five years. The previous 5-year contract was approved for \$1 million.*

*These are regularly stocked and utilized parts in the water system and there have been issues with supply and demand on these brass fittings. Because of that, Operations Warehouse staff have been ordering replacement parts early to help keep inventory at acceptable levels.*

*To maintain acceptable levels of service, an increase of \$500,000 is requested to be added to the remainder of this contract. With this it is anticipated to provide sufficient appropriation for the remaining 3 years of the contract.*

Request: Authorize an increase to contract C-100892 with Western Water Works Supply Co Inc., for \$500,000.

*Brian Wilson, Operations Superintendent, 360-487-8275*

**Motion approved the request.**

**4. Main Street Promise Project - Bid Rejection**

Staff Report: 132-24

*The Main Street Promise project includes a complete reconstruction of the Main Street corridor between 5th Street and 15th Street. On June 4, 2024, the City received three bids for the subject project. The bids ranged between \$18,300,000 and \$22,000,000.*

*This project is planned to be constructed in a dense, urban, active business district. Contractor experience in successfully delivering similar projects in comparable urban environments is critical to ongoing success of the business district and overall project success. The bid documents contained bidder responsibility criteria which set forth the minimum required project experience a successful contractor needed to possess to be eligible to be awarded the construction contract. These criteria included prior completion of projects by the contractor that were located in an urbanized downtown corridor similar to the Main Street location. Having reviewed the information submitted by the three bidders, it is apparent that revisions to the bidder responsibility criteria are needed to better reflect the City's minimum requirements for the Main Street Promise Project.*

*In addition, since the project is proposed to be readvertised for construction bids at a later date and given the July 1, 2024, implementation of a revised City apprenticeship policy, the bid documents will need to be revised to reflect implementation of that policy within the Main Street Promise Project. Staff is recommending that City Council reject all bids and direct staff to prepare revised bid documents to be advertised for bids at a later date.*

Request: On July 15, 2024, reject all bids to facilitate revisions to the bidder responsibility criteria.

*Ryan Lopossa, Streets and Transportation Manager, 360-*

**Motion approved the request.**

**5. Contract Amendment - Motorola Solutions, Inc for Vancouver Police Department**

Staff Report: 133-24

*The City purchases radios through Motorola Solutions, Inc under Washington State Contract #00318. Purchases are expected to exceed the current \$300,000 threshold, requiring Council approval. The current contract has been utilized at approximately \$265,355.63. The increase of this threshold to a maximum of \$600,000 for the next additional two years, ending December 31, 2026, will enable Vancouver Police Department to continue to purchase radios in a quick manner while taking advantage of the Washington State Contract's competitive pricing.*

Request: Authorize the City Manager, or designee, to continue to purchase radios from Motorola Solutions, Inc, under Washington State Contract #00318, up to a maximum of \$600,000 through December 31, 2026.

*Jeff Mori, Police Chief, 360-487-7498*

**Motion approved the request.**

**6. Piggyback Contract - Purchase Bearcat Vehicle H-GAC AM10-23 from Lenco Industries**

Staff Report: 134-24

*The City purchases armored vehicles through Lenco Industries, Inc under HGAC AM10-23 Contract, C-101687. Purchases are expected to exceed the current \$300,000 threshold, requiring Council approval. The current contract has a balance of \$300,000 and the armored vehicle is estimated to cost \$370,000. The increase of this threshold to a maximum of \$380,000 will enable Vancouver Police Department to purchase an armored vehicle in a quick manner while taking advantage of the H-GAC Contract's competitive pricing, good through September 30, 2027.*

Request: Authorize the City Manager, or designee, to approve purchases under contract C-101687, with Lenco Industries up to the current authorized budget.

*Jeff Mori, Police Chief, 360-487-7498*

**Motion approved the request.**

**7. Interlocal Agreement - Justice Assistance Grant (JAG) 2023 Award**

Staff Report: 135-24

*The United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance will award Justice Assistance Grant (JAG) funds to Clark County, Washington, in the amount of \$140,576 for Fiscal Year 2023. JAG Funds are intended to support a wide range of activities to reduce and prevent crime based on the needs and conditions of local jurisdictions. Allowable purpose areas include law enforcement equipment, supplies, training, and technology to enhance criminal justice. Clark County will administer this grant and disburse budgeted funds for the Vancouver Police Department through an interlocal agreement. When funding is awarded in September 2023, the City of Vancouver will receive \$70,288 to enhance law enforcement strategies.*

Request: Authorize the City Manager, or designee, to execute an interlocal agreement with Clark County for disbursement of Justice Assistance Grant Funds.

*Jeff Mori, Police Chief, 360-487-7498*

**Motion approved the request.**

**8. Grant for 2024 Urban Area Security Initiative**

Staff Report: 136-24

*Parking enforcement is a large element for vehicular clutter and in line with the Vancouver Municipal Code which is written and enforced under the umbrella of livability and safety for the members of our community. Having the ability to look up license plates and see that the respective vehicle has not moved will supplement VPD and Neighborhood Police Officer (NPO) efforts making parking enforcement a more manageable responsibly.*

*Prior to VPD updating ALPR equipment through Axon, volunteers utilized outdated equipment that regularly stopped functioning, rendering it out of service for months at a time. Even with equipment challenges, 160 stolen vehicles have been identified by volunteers since 2018. The functionality of the ALPR allows a license plate to be run through the Axon Evidence Dashboard and see the number of occurrences, images, locations, times, and dates for when an ALPR has driven past a specific license plate.*

*The USAI funding, through the Citizen Corps Program, is a federal passthrough grant that will allow VPD to invest in licenses for ALPR's for the NOW Program.*

Request: Authorize the City Manager, or designee, to execute a subrecipient agreement with Clark Regional Emergency Services Agency to provide software licenses for the NOW Program Volunteers.

*Jeff Mori, Police Chief, 360-487-7498*

**Motion approved the request.**

**9. Approval of Participation Agreement for State of Washington Opioid Settlement with Kroger Co.**

Staff Report: 137-24

*Since 2015, state and local governments around the Country have been united in efforts seeking to hold the manufacturers, distributors, and pharmacies of opioids responsible for the harms caused to their residents. The City of Vancouver joined this fight in 2019, filing suit against a number of manufacturers, distributors and pharmacies. That lawsuit was then transferred to the Northern District of Ohio as part of a nationwide multi-district litigation. The lawsuit has been pending there ever since. The City has already joined settlements with multiple opioid distributors (AmerisourceBergen Corporation, Cardinal Health, Inc., and McKesson Corporation) retailers (Teva, Allergan, CVS, Walgreens, and Walmart), and most recently, Johnson & Johnson/Janssen.*

*The Council approved a memorandum of understanding in April 2022 ("One Washington MOU"), that delineates the amount the City of Vancouver would receive if any statewide settlement was reached (1.7306605325% of amounts allocated to local governments) and limits the categories for which opioid funds may be expended. In March 2024 the City entered into an interlocal agreement with Camas and Washougal to fulfill its obligations under this MOU so that any expenditure of opioid funds is as transparent as possible to the public. The City of Battle Ground has since joined this interlocal agreement.*

*On March 22, 2024, Kroger Co. (which operates QFC and Fred Meyer within the State of Washington), a pharmaceutical retailer, entered into a \$1.2 billion nationwide settlement. The State of Washington announced on April 23, 2024, that it joined this settlement for an allocation of \$47.5 million to be split between the State and local governments, contingent upon eligible cities and counties joining the settlement. On June 28, 2024, the Attorney General's Office provided all litigating local governments (of which Vancouver is one) with a proposed Allocation Agreement. To join the settlement, Vancouver would need to execute the Allocation Agreement and Participation Form. Joining the settlement would bind Vancouver to the terms of the settlement, which is receiving its share of the payout over the next 11 years. Per the Allocation Agreement and One Washington MOU, Vancouver's share would be approximately \$400,000 paid out over that time frame.*

**Request:** Authorize the City Manager, City Attorney, and/or designee to execute the attached Settlement Participation Form and attached Allocation Agreement to join the settlement with Kroger Co.

**Motion approved the request.**

**10. Resolution Authorizing Grant for Pearson Field from Washington State Department of Transportation, Aviation Division**

Staff Report: 138-24

**A RESOLUTION** authorizing the City of Vancouver to apply for a Washington State Department of Transportation, Aviation Division, Airport Aid grant to fund the construction of an electrical vault/runway lighting system rehabilitation project at Pearson Field Airport and providing for an effective date.

*The City of Vancouver is receiving a grant from the Federal Aviation Administration (FAA) to fund the construction of an electrical vault/runway lighting system rehabilitation project at Pearson Field Airport in 2024. The project includes the construction of a new electrical vault and the rehabilitation of the runway lighting system. Total cost of the project is estimated to be \$900,000. The FAA grant will pay for 90% of the project. WSDOT Aviation Division has Airport Aid grants that can be used as a 5% match for the project. The City, through the Pearson Field budget, would be responsible for the remaining 5%. The grant application requires a resolution indicating the City Council's authorization to apply for the grant.*

Request: On July 15, 2024, approve a resolution authorizing the City Manager, or designee, to apply for a Washington State Department of Transportation, Aviation Division, Airport Aid grant for the construction of a electrical vault/runway lighting system rehabilitation at Pearson Field.

*Guy Lennon, Airport Manager, 360-487-8619*

**Motion adopted Resolution M-4285 to approve the request.**

**11. Resolution Authorizing Grant from Federal Aviation Administration**

Staff Report: 139-24

**A RESOLUTION** authorizing the City Manager to execute a Federal Aviation Administration (FAA), Airport Improvement Program grant to fund the construction of an electrical vault/runway lighting system rehabilitation project at Pearson Field Airport; and providing for an effective date.

*The City of Vancouver has received a grant offer from the Federal Aviation Administration (FAA) to fund the construction of an electrical vault/runway lighting system rehabilitation project at Pearson Field Airport in 2024. The*



*project includes the construction of a new electrical vault and the rehabilitation of the runway lighting system. Total cost of the project is estimated to be \$900,000. The FAA grant will pay for 90% of the project. The City, through the Pearson Field budget, would be responsible for the 5% and a Washington State Department of Transportation Airport Aid Program grant is proposed to cover the remaining 5%. The grant requires a resolution indicating the City Council's authorization for the grant.*

Request: On July 15, 2024, approve a resolution authorizing the City to accept a Federal Aviation Administration Airport Improvement Program grant for the construction of an electrical vault/runway lighting system rehabilitation at Pearson Field.

*Guy Lennon, Airport Manager, 360-487-8619*

**Motion adopted Resolution M-4286 to approve the request.**

**12. Amendments to City Council Policy 100-32**

Staff Report: 140-24

**A RESOLUTION** relating to City Council policies and procedures for "City Council Meetings;" amending City Council Policy 100-32.

*The City Council's operating policies and procedures were originally adopted in 1999. Periodic review and update to the policies are necessary to reflect changes in City policy as well as best practices in municipal governance and state law.*

*Vancouver City Council Policy 100-32 was last amended on January 9, 2023, by passage of Resolution M-4204. At that time, the City transitioned from a longstanding practice of holding Community Communication Forums twice per month at City Hall, to holding Community Forums at various locations throughout the community on a quarterly basis. Since that time, the City Council has observed that the Quarterly Communication Forums have been very productive.*

*The City Council discussed its policies on April 1 and June 17, 2024, and expressed interest in making further refinements to Policy 100-32. Attached for City Council's consideration are proposed modifications that, if adopted, would:*

- Add approximately eight (8) community forum events to the City Council's annual calendar to be held in months in which a (quarterly) community forum is not otherwise scheduled to occur. The additional Community Communication Forums would be held at the end of the last Regular Meeting of each month, last up to one (1) hour, and allow up to three (3) total minutes of testimony from each speaker on any lawful topic.*

- *Address minor grammatical updates for sake of consistency throughout the policy as indicated in the “track changes” version of Policy 100-32 (attached).*
- *Establish an effective date for the new Policy of August 1, 2024. If adopted, City Staff anticipate returning to City Council on August 5 with an updated annual calendar and holding the first Regular Meeting with a Community Communication Forum on August 26, 2024.*

Request: Adopt a resolution amending City Council Policy 100-32.

*Jonathan Young, City Attorney, 360-487-8500*

**Motion adopted Resolution M-4287 to approve the request.**

### **13. Parks and Recreation Advisory Commission Appointments**

*The role of a Parks and Recreation Advisory Commission member is to act in an advisory manner to Vancouver Parks and Recreation staff, the Vancouver City Council and to advocate to decision makers and the public for parks and recreation issues.*

*Mayor McEnemy-Ogle recently interviewed candidates for this commission and recommends the reappointment of Jaynee Haygood and Jeremy Robbins to full-term positions that would begin July 31, 2024, and expire July 31, 2027.*

*If there are no objections, this appointment will be presented for Council action at the at the **Monday, July 15**, Council meeting.*

Request: Reappoint Jaynee Haygood and Jeremy Robbins to full-term positions on the Parks and Recreation Advisory Commission that begin July 31, 2024, and expire July 31, 2027.

*Mayor Anne McEnemy-Ogle*

**Motion approved the request.**

### **14. Urban Forestry Commission Appointment**

*Established for the purpose of managing, conserving and enhancing the existing trees located in the parks and public areas owned by the City of Vancouver and in public rights-of-way, and thereby enhancing the appearance of the city and protecting an important environmental and economic resource for the benefit of the city’s residents and visitors, and for the purpose of assisting property owners and public agencies to improve and maintain trees in a manner consistent with adopted city policies.*

*Council Committee 2 recently interviewed candidates for this commission and recommends the full-term appointment of Lucius Shields and Jesse Durfee to positions that would begin immediately and expire June 30, 2028.*

*If there are no objections, this appointment will be presented for Council action at the at the **Monday, July 15**, Council meeting.*

Request: Appoint Lucius Shields and Jesse Durfee to full term positions on the Urban Forestry Commission, that would begin immediately and expire June 30, 2028.

*Council Committee 2*

**Motion approved the request.**

**15. Parking Advisory Committee Appointments**

*The Parking Advisory Committee advises City Council on policy issues related to all city-owned on-street and off-street parking facilities and makes recommendations on facilities and parking regulations.*

*Council Committee 1 recently interviewed candidates for this committee and recommends the reappointment of Jocelyn Cross and Ryan Morin to full-term positions that would begin immediately and expire June 30, 2028.*

*If there are no objections, this appointment will be presented for Council action at the at the **Monday, July 15**, Council meeting.*

Request: Reappoint Jocelyn Cross and Ryan Morin to full-term positions on the Parking Advisory Committee that would begin immediately and expire June 30, 2028.

*Council Committee 1*

**Motion approved the request.**

**16. Approval of Claim Vouchers**

Request: Approve claim vouchers for July 15, 2024.

**Motion approved claim vouchers in the amount of \$23,416,909.19.**

**Unfinished Business (Item 17)**

- 17. Resolution requesting a voted measure from the City to be placed on the ballot during the General Election on November 5, 2024, requesting voter approval of a regular levy lid lift property**

## **tax increase to fund police and public safety services and equipment and setting forth the ballot proposition**

Staff Report: 141-24

**A RESOLUTION** of the City Council of the City of Vancouver, Washington, providing for the submission to the qualified electors of the City of Vancouver at the November 5, 2024, General Election of a proposition authorizing the City to increase its regular property tax levy above the limit established in chapter 84.55 RCW to fund police and public safety services, staffing, facilities and equipment; requesting the Clark County Auditor to place the proposition on the November 5, 2024, ballot; and approving matters properly related thereto.

*The City's population has been increasing significantly since 2017. With that growing increase, calls for police service have increased as well. In addition, the complexity of calls has also been increasing. The current staffing level is insufficient to address the volume and complexity of calls. VPD is actively triaging calls for service and consistently prioritizing person and violent crimes. Approximately 3,100 reported crimes go uninvestigated per year.*

*Over the last decade, the City Manager's Office has engaged the community in multiple ways regarding the services, outcomes, transparency, and accountability of the Vancouver Police Department. Building on this foundation, in early 2024, the City invited the community to come together for the next chapter of engagement on police-related matters.*

*The Police Community Advisory Committee was assembled in January 2024 to advise the City Manager on issues relating to police services in Vancouver. The committee includes 12 community members and three members of the City Council. The Committee reviewed the current levels of service, staffing, and outcomes VPD is delivering and trends in demand for service, such as call volume and criminal cases. Based on this review, the committee was tasked to advise on community values and priorities relative to a proposed increase in staffing capacity developed by the Office of the Police Chief.*

*The Committee has identified the following priorities, outcomes, and impacts to improve police services:*

- 1. Build and strengthen relationships between VPD and the community.*
- 2. Support partnerships that help reduce conflict and prevent crime, especially by expanding the capacity to co-response and complementary programs aimed at addressing urgent mental health or substance use concerns.*
- 3. Maintain and improve overall VPD capacity and level of service*
- 4. Retain and support VPD staff*

5. *Utilize technology to improve efficiency and community safety, including creating an automated traffic camera enforcement program.*

*To achieve the objectives above, the Committee has endorsed a six-year plan of staffing increase to ultimately add up to 116 full time employees (FTEs) to police and support services, including up to 80 sworn positions and up to 36 non-sworn FTEs as well as the creation of a traffic enforcement camera program, and expanding the Homeless Assistance and Resource Team (HART) program by four new positions by 2030. The non-sworn staff would be hired to support essential functions, such as records, evidence, analysis, community engagement, HART, and communications. An increase in police staffing will also include increased costs in the criminal justice system, from additional court costs to additional jail and corrections services. The programmatic expenses above are to be limited by sustainable new revenue and appropriated through the City's regular budgetary process.*

*To fully implement the hiring investments described above, VPD would need an estimated \$36 million annually by 2030. A new capital investment, a precinct, will also be required to house the newly added staff.*

*The Committee proposed the following funding approach: a permanent six-year property tax levy lid lift beginning in 2024, followed by a facilities bond in 2026 and a public safety sales tax in 2028 to round out the police's staffing needs.*

*At the July 1 and 7 Council meetings, the City Council reviewed the recommendations of the Committee. It directed staff to prepare a resolution to put a permanent multi-year levy lid lift request before voters during the November 2024 general election to increase the City regular levy by approximately \$0.41 per \$1,000 of assessed value (AV) in addition to the annual increase of 1% authorized by the Washington State law. In the subsequent five years, the total City regular levy is to be increased by 5% annually, and the resulting revenue in the year 2030 will serve as the basis for calculating all subsequent regular levies. The 2030 levy amount, less expiring levies, will be used to calculate subsequent levy limits in future years.*

*The City's 2024 property tax levy rate is \$2.364 per \$1,000 in AV. This number includes a \$0.2739 per \$1,000 AV affordable housing levy which is levied separately from the regular property tax levy. With the proposed regular property tax levy rate increase of approximately \$0.41 per \$1,000 AV, the estimated regular property levy rate for the City will not exceed \$2.63 per \$1,000 AV for taxes levied in 2025. The total levy rate is anticipated to grow to \$3.125 per \$1,000 AV by 2030 and will start declining annually thereafter.*

*If approved by voters, the proposed levy lid lift increase is anticipated to*

*cost an owner of a \$500,000 house a total of \$205 more per year in City taxes in 2025 and an estimated \$585 per year, in today's dollars, in 2030.*

*The Committee is invited to remain engaged on an ongoing basis to work with the city manager's office in support of transparency and accountability for implementation of these resources and the targeted outcomes anticipated to be supported by this additional staffing.*

Request: Adopt the proposed resolution authorizing a proposition put before voters during the general election of 2024 to request the voter approval of an increase in the regular property tax of approximately \$0.41 in addition to the annual 1% increase to fund police and public safety needs and set forth the ballot proposition and to authorize the yearly 5% total City levy increase for years 2025-2030, with the levy in year 2030 to serve as a base for calculation of the subsequent levies.

*Natasha Ramras, Chief Financial Officer, 360-487-8484; Jeff Mori, Police Chief 360-487-7421*

**Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and carried unanimously to approve Resolution M-4288.**

## **Communications**

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

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

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

#### Homeless Emergency Response Update #8

Jamie Spinelli, Homeless Response Manager, discussed the Homeless Emergency Response Update.

#### Climate Update

Rebecca Small, Senior Policy Analyst, discussed the Climate Update.

## **Adjournment**

7:24 p.m.

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Anne McEnerny-Ogle, Mayor

Attest:

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Natasha Ramras, City Clerk

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





## City Council Meeting Minutes

Vancouver City Hall | Council Chambers | 415 W. 6th St.  
PO Box 1995 | Vancouver, WA 98668-1995  
[cityofvancouver.us](http://cityofvancouver.us)

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

## July 22, 2024

### VANCOUVER CITY COUNCIL SPECIAL MEETING

Mayor McEnerny-Ogle called the Special Meeting of the Vancouver City Council to order at 4:00 p.m.

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

**Absent:** None

**Councilmember Perez joined the meeting remotely.**

**Vancouver City Hall - 415 W 6th Street, Vancouver WA**

**4:00-8:30 p.m. Executive Session Re: Personnel – RCW 42.30.110(1)(g)**

**8:30-9:00 p.m. Administrative Updates**

### **Public Notice**

Mayor McEnerny-Ogle announced the Council would be entering executive session until 8:30 p.m. to discuss Personnel – RCW 42.30.110(1)(g).

Council requested additional time in executive session.

Council re-entered public session at 10:00 p.m.

Mayor McEnerny-Ogle adjourned the special meeting at 10:00 p.m.

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Anne McEnerny-Ogle, Mayor

Attest:

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Natasha Ramras, City Clerk

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

**Staff Report: 194-24**

**To:** Mayor and City Council  
**From:** City Manager  
**Date:** October 7, 2024

**Subject**

Contract Amendment - Northwest Staffing Resources Agreement - C-100478

**Key Points**

- The City's procurement regulations require all professional services contracts in excess of \$300,000 be approved by City Council.
- Due to increased demand for temporary staffing in 2023 & 2024, the City has encumbered nearly the total increase approved by City Council in November 2022.
- Staff requests the not-to-exceed amount of the contract be increased an additional \$2,000,000 from \$3,380,000 to \$5,380,000 to continue to cover the costs for temporary and seasonal staffing invoiced in September and through the life of the contract, which ends in November 2025.

**Strategic Plan Alignment**

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

**Present Situation**

The City of Vancouver, through the Human Resources Department, currently contracts with Northwest Staffing Resources to provide staff augmentation services on an on-call, as-needed, and occasionally on-going basis. The services required may include, but are not limited to, clerical, light industrial, technical, and professional level staffing. The contract with Northwest Staffing Resources began on November 20, 2020 and ends November 19, 2025. In addition to the use of temporary staffing in support of general City operations, the need for additional temporary staffing increased in the last two years primarily for use with homeless response, VPD evidence and backgrounds, City Attorney's office, Parks administration, Water distribution and HR recruiting and benefits support. It is anticipated the contract not-to-exceed amount (C-100478) of \$3,380,000 will be exhausted by the end of September if not increased. Staff requests an increase to the authorized amount of the contract.

**Advantage(s)**

Increasing the contract should continue uninterrupted temporary staffing services for the City through the end of the contract.

**Challenge(s)**

None

**Budget Impact**

Departments are responsible for ensuring they have adequate budget appropriations to fund the cost of planned temporary and seasonal staffing services needed to meet operational needs. While the

temporary service lines across the City has approximately \$500,000 in expenses for the remainder of 2024 and is budgeted for approximately \$1 million for 2025, the current contractual not-to-exceed amount is not sufficient to cover future expenses, unless increased.

### **Prior Council Review**

- Increase contract amount approved on June 7, 2021
- Increase request approved on October 18, 2021
- Increase request approved on November 28, 2022

### **Action Requested**

Authorize the City Manager or designee to execute an amendment increasing the authorized not-to-exceed amount of the contract with Northwest Staffing Resources from \$3,380,000 to \$5,380,000.

### **Staff Contact**

Lee Lofton, Deputy Human Resources Director, [lee.lofton@cityofvancouver.us](mailto:lee.lofton@cityofvancouver.us)

### **Attachments:**

1. Amendment No 5 draft
2. Amendment No 4 executed
3. Amendment No 3 executed
4. Amendment No 2 executed
5. Amendment No 1 executed
6. C-100478 NW\_Staffing\_Contract Executed



**SERVICE AGREEMENT #C-100478**

**AMENDMENT No. 5**

**Clerical Technical Professional Light Industrial Temporary Staffing Services**

This Agreement amends the Professional Services Agreement number C-100478 by and between the City of Vancouver, hereinafter referred to as "City", and Northwest Staffing Resources, Inc., hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$2,000,000 to a revised authorized amount of \$5,380,000.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER  
A municipal corporation

CONTRACTOR:  
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

**SERVICE AGREEMENT #C-100478****AMENDMENT No. 4****Temporary Staffing Services**

This Agreement amends the Professional Services Agreement number C-100478 by and between the City of Vancouver, hereinafter referred to as "City", and Northwest Staffing Resources Inc hereinafter referred to as "Contractor", whose address is 851 SW 6<sup>th</sup> AVE, Ste 300, Portland, OR 97204 for services offered.

This Amendment amends the original Agreement and prior Amendments as follows:

1. Increase the authorized amount of the Agreement by \$2,000,000.00 to a revised authorized amount of \$3,380,000.00.
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:



75A9183485CA467  
Eric Holmes, City Manager

12/1/2022

Date

Attest:

DocuSigned by:



BCF6734E40E94AE...  
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



9A79C2E31F684A2  
Jonathan Young, City Attorney

**CONTRACTOR:**

Northwest Staffing Resources Inc

DocuSigned by:



DB369CC4665F444...  
Signature

Hailey Mark Branch Manager

Printed Name /Title

11/29/2022

Date

**SERVICE AGREEMENT #C-100478**

**AMENDMENT No. 3**

**Temporary Staffing Services**

This Agreement amends the Professional Services Agreement number C-100478 by and between the City of Vancouver, hereinafter referred to as "City", and Northwest Staffing Resources hereinafter referred to as "Contractor", whose address is 315 West Mill Plain Blvd, Suite 100, Vancouver, WA 98660, for services offered.

This amendment amends the original agreement, Amendment No 1 and Amendment No 2 as follows:

1. Increase the authorized amount of the Agreement by \$500,000.00 to a revised authorized amount of \$1,380,000.00 USD.

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

**CITY OF VANCOUVER**

A municipal corporation

DocuSigned by:



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Eric Holmes, City Manager

10/26/2021

Date

Attest:

DocuSigned by:



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Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



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Jonathan Young, City Attorney

**CONTRACTOR:**

Northwest Staffing Resources

DocuSigned by:



D8389CC4885F444...

Signature

Hailey Mark Branch Manager

Printed Name /Title

10/19/2021

Date



**SERVICE AGREEMENT #C-100478**

**AMENDMENT No. 2**

**Temporary Staffing Services**

This Agreement amends the Professional Services Agreement number C-100478 by and between the City of Vancouver, hereinafter referred to as "City", and Northwest Staffing Resources hereinafter referred to as "Contractor", whose address is 315 West Mill Plain Blvd, Suite 100, Vancouver, WA 98660, for services offered.

This amendment amends the original agreement and Amendment No 1 as follows:

1. Increase the authorized amount of the Agreement by \$80,000.00 to a revised authorized amount of \$880,000.00 USD.

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

**CITY OF VANCOUVER**

A municipal corporation

DocuSigned by:



75A8183485CA487...

Eric Holmes, City Manager

9/10/2021

Date

Attest:

DocuSigned by:



BCF6734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



9A7DC2E31F694A2...

Jonathan Young, City Attorney

**CONTRACTOR:**

Northwest Staffing Resources

DocuSigned by:



D8368CC4865F444...

Signature

Hailey Mark

Branch Manager

Printed Name /Title

9/10/2021

Date

**SERVICE AGREEMENT #C-100478**

**AMENDMENT No. 1**

**Temporary Staffing Services**

This Agreement amends the Professional Services Agreement number C-100478 by and between the City of Vancouver, hereinafter referred to as "City", and Northwest Staffing Resources hereinafter referred to as "Contractor", whose address is 315 West Mill Plain Blvd, Suite 100, Vancouver, WA 98660, for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$500,000.00 to a revised authorized amount of \$800,000.00 USD.

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

**CITY OF VANCOUVER**

A municipal corporation

DocuSigned by:  
  
75A9183485CA467...  
Eric Holmes, City Manager

6/21/2021

Date

Attest:

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

Approved as to form:

DocuSigned by:  
  
9A7DC2E31FB94A2...  
Jonathan Young, City Attorney

**CONTRACTOR:**

Northwest Staffing Resources

DocuSigned by:  
  
D8369CC4665F444...  
Signature

Hailey Mark Branch Manager

Printed Name /Title

6/9/2021

Date

**CITY OF VANCOUVER**  
**PROFESSIONAL SERVICES AGREEMENT No. C-100478**  
**TEMPORARY STAFFING SERVICES**

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 Northwest Staffing Resources hereinafter referred to as "Contractor", whose address is 315 West Mill Plain Blvd., Suite 100, Vancouver, Washington 98660.

WHEREAS, the City desires to engage the Contractor to provide staff augmentation services on an on-call-, as-needed, and occasionally on-going basis. Services required may include, but are not limited to, clerical, light industrial, technical, and professional level staffing. 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. 37-20, Contractor's proposal to said RFP; 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 staff augmentation services on an on-call, as-needed, and occasionally on-going basis. Services required may include, but are not limited to, clerical, light industrial, technical, and professional level staffing. per RFP No. 37-20 and Contractor's response to said RFP on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

All work must be authorized and approved by the City's Project Manager in writing before any work begins. Contractor shall approach this 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 temporary staffing position, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work

stated within the timeframe identified by the City. 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 not included in this contract.

This agreement is a purchase of professional services at the rates shown below. The markups include all applicable withholding taxes, FICA, FUTA, SUTA and worker's compensation. Payment for these services shall not exceed \$300,000.00 USD 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.

| <b>LEVEL OF SERVICE</b>                                                                                    | <b>AGENCY HOURLY RANGE</b>                                                              | <b>AGENCY REGULAR<br/>MARK-UP</b> | <b>PAYROLL SERVICE<br/>(Scope of Work, Item<br/>#8, Payroll Service)</b> |
|------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------|--------------------------------------------------------------------------|
| Clerical                                                                                                   | Regular Bill Rate Range:<br>\$19.95-39.90<br><br>Employee Pay Range:<br>\$15.00-30.00   | 33%                               | 28%                                                                      |
| Light Industrial                                                                                           | Regular Bill Rate Range:<br>\$21.75-29.00<br><br>Employee Pay Range:<br>\$15.00-20.00   | 45%                               | 39%                                                                      |
| Professional                                                                                               | Regular Bill Rate Range:<br>\$33.25-133.00<br><br>Employee Pay Range:<br>\$25.00-100.00 | 33%                               | 26%                                                                      |
| Technical                                                                                                  | Regular Bill Rate Range:<br>\$21.28-79.80<br><br>Employee Pay Range:<br>\$16.00-60.00   | 33%                               | 26%                                                                      |
| Other Specialized<br>Areas: Light<br>Industrial Workers<br>Compensation<br>Codes 7113, 7117,<br>7118, 7119 | Regular Bill Rate Range:<br>\$22.95-38.25<br><br>Employee Pay Range:<br>\$15.00-25.00   | 53%                               | 47%                                                                      |

## 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. 37-20 and RFP No. 37-20.

## 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 November 20, 2020. It is agreed services hereunder shall be completed by November 19, 2025.

#### 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. 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.

#### 8. Ownership of Records and Documents.

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

#### 9. Termination.

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

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

#### 10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

#### 11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to [www.bls.dor.wa.gov/cities/vancouver.aspx](http://www.bls.dor.wa.gov/cities/vancouver.aspx) or [www.cityofvancouver.us/businesslicense](http://www.cityofvancouver.us/businesslicense), to determine whether a business license is required pursuant to VMC Ch. 5.04.



## 12. Liability and Hold Harmless.

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

## 13. Insurance.

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

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence, two million dollars (\$2,000,000) aggregate 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.

i. 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.

j. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

k. 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 6<sup>th</sup> Street  
P O Box 1995  
Vancouver WA 98668-1995

Contractor:

Hailey Mark  
NW Staffing Resources  
315 West Mill Plain Blvd.  
Suite 100  
Vancouver, Washington 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.

## 22. Debarment.

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

## 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.

This Contract is effective as of the last signature dated below.

### CITY OF VANCOUVER

A municipal corporation

DocuSigned by:

*Anna Vogel*

7C05B7EE675849B...

Anna Vogel, Procurement Manager

11/20/2020

Date

Attest:

DocuSigned by:

*Natasha Ramras*

11/20/2020

BCF6734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

*Michael Nigrey*

11/20/2020

0246396B4BEC412...

Michael Nigrey, Assistant City Attorney

For: Jonathan Young, City Attorney

### CONTRACTOR:

Company Name

DocuSigned by:

*Hailey Mark*

D8369CC4665E444...

Signature

Hailey Mark

Branch Manager

Printed Name /Title

11/19/2020

Date

**Staff Report: 195-24**

**To:** Mayor and City Council  
**From:** City Manager  
**Date:** October 7, 2024

**Subject**

Contract Amendment - Safe Stay Operator Contract with Outsiders Inn - C-100727

**Key Points**

- Unsheltered homelessness has continually increased and has significant negative impacts on unhoused residents themselves, the broader community, and the natural environment.
- Our community does not have shelter capacity to meet the growing need.
- Revisions to Chapter 8.22 VMC “Camping” have been made to implement a Safe Stay Community Pilot Program.
- Establishment of Safe Stay Communities increases health, sanitation, and livability for all Vancouver residents, businesses, and visitors.
- Outsiders Inn successfully manages and provides supportive services at two Safe Stay Communities, The Outpost and 415 West.
- Outsiders Inn provides low-barrier re-entry employment opportunities that put individuals with lived experience on a path to a career in social services, and competitive wages/benefits are needed to attract and retain those employees.
- City staff is requesting to amend Outsiders Inn’s current professional services contract to increase budget to:
  - Extend operation of Safe Stay Community 1 (The Outpost) through the end of their current permit in December 2024;
  - Extend operation of Safe Stay Community 3 (415 West) a second year (through September 2025).

**Strategic Plan Alignment**

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

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

**Present Situation**

Because professional services contracts are awarded before permits are issued for Safe Stay Communities, the annual service contract periods for all Safe Stays end prior to each site’s permit expiration date. The current annual contract period for Safe Stay Communities 1 and 3 runs October 2023 – September 2024, and the second extension of the service provider permit, which allows Outsiders Inn to operate The Outpost, expires in December 2024. Staff is requesting to amend Outsiders Inn’s contract to increase budget in order to maintain services and operations at The Outpost through the end of its permit period and at 415 West for a second year, pending the extension of the service provider permit for that site.

The service provider permit for 415 West will be considered for extension in February 2025. As of

July of this year, The Outpost has served a total of 153 individuals; 23 of those are current participants, and 130 participants have exited the site. Of those who have exited, 48% (62 people) have done so to permanent housing, and 52% of those who left for permanent housing required no ongoing housing subsidy. This is significant because (a) those individuals were successfully diverted from the very long supportive housing waitlist, and (b) about half of the individuals served at this site met HUD's definition of chronically homeless upon their arrival (1+ year OR repeated episodes of homelessness AND living with a disability). Individuals experiencing chronic homelessness often present with more complex needs, have historically experienced greater barriers to housing, and typically require the assistance of a long-term supportive housing program. Safe Stay 3, which opened in November 2023, has served a total of 58 people, thus far, with 19 of those being active residents at time of reporting (July 2024). 33% of residents who have exited 415 West in the nine months since opening, exited to the housing type most suitable for them:

- Three (3) residents reconnected with family;
- Three (3) residents obtained permanent housing without need for subsidy;
- Four (4) residents moved into supportive housing with a subsidy attached; and,
- Three (3) residents opted to move into recovery housing

Additionally, the field of homeless services, both locally and across the country, has struggled to maintain the workforce capacity necessary to meet the growing need. Homeless service organizations experience high rates of turnover and consistent unfilled job openings, largely due to employee burnout and inadequate pay. It is very common for outreach workers, case managers, and Peers to need the very same resources or support they assist their clients with accessing due to the continually rising cost of living. Outsiders Inn is not only a direct service provider, but they've also been working to provide training and low-barrier re-entry employment opportunities to individuals with lived experiences of homelessness, mental health, substance use, justice involvement, and recovery, as well as increase our local workforce capacity in this field. To date, Outsiders Inn has hired and trained at least seven (7) former shelter residents who now work across multiple Safe Stay Communities.

### **Advantage(s)**

1. Outsiders Inn is a Peer-run organization, with supportive services delivered by trained individuals who also have lived experiences with homelessness, mental/behavioral health, and demonstrated recovery.
2. Outsiders Inn is an existing city contractor, successfully operating two Safe Stay Communities, as well as shelter at St. Paul Lutheran Church and Mail Service for unhoused City residents
3. Safe Stay Communities serve as a temporary bridge while more permanent housing and shelter options are implemented; the first annual review of The Outpost showed that 41% of the residents served in that time period exited to permanent housing, and that number has increased to nearly 50% less than two years later.
4. Because these sites are managed, our community has seen a decrease in solid waste, encampments in unsafe spaces, and negative environmental impacts in the areas around each site.

### **Challenge(s)**

None at this time.

### **Budget Impact**

City staff is requesting an increase of annual operating budget for Safe Stay Communities 1 & 3. Funding for Safe Stay Communities 1 & 3 is included in the 2023-2024 budget. An increase of \$33,724 between the original and updated budgets will be included in the fall supplemental.

### **Prior Council Review**

[May 24, 2021 City Council Workshop](#)

[August 2, 2021 City Council Workshop](#)

[August 16, 2021 City Manager Communications](#)

[September 13, 2021 City Council Meeting](#)

[September 12, 2022 City Council Meeting](#)

[September 18, 2023 City Council Meeting](#)

### **Action Requested**

Authorize the City Manager, or designee, to execute Amendment No.4 to the Professional Service Agreement with Outsiders Inn of Vancouver, WA, for the delivery of supportive services and site management at city-sanctioned Safe Stay Communities 1 & 3 and increase the contract amount by \$2,084,112 to a revised amount of \$3,481,013.

### **Staff Contact**

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

### **Attachments:**

1. Amendment No 4 - Combined
2. Amendment No 3
3. Amendment No 2 - Executed
4. Amendment No 1 executed
5. Outsiders Inn Contract - Executed



**SERVICE AGREEMENT #C-100727**

**AMENDMENT No. 4**

**SUPPORTIVE CAMPSITE & SAFE PARK PROGRAMS**

This Agreement amends the Professional Services Agreement number C-100727 by and between the City of Vancouver, hereinafter referred to as "City", and Outsider Inn.org, hereinafter referred to as "Contractor", whose address is 5301 NE 56<sup>th</sup> Ave, Vancouver, WA 98661, for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$2,084,112 to a revised authorized amount of \$3,481,013. (Safe Site 1, third year of service, for \$1,044,146. Safe Site 3, second year of service, for \$1,039,966.)
2. **Amend** the language contained in Section 3, Payment for Contractor Services, updating Cost Chart with language in herein attached and by reference made part of the Contract, Attachment "A".
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:**

Outsider Inn.org

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

Attest:

\_\_\_\_\_  
Date

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

Approved as to form:

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

**Supportive Campsite Program  
Outsiders Inn**

**Budget Safe Stay Site 1 (Outpost)  
October 2024 - September 2025**

**Personnel Cost**

|                                 |                                   | Hourly Rate | Staff | Hours per<br>Week/staff | Total Hours | Weekly   | Oct 2024-Sept 2025 |
|---------------------------------|-----------------------------------|-------------|-------|-------------------------|-------------|----------|--------------------|
| Labor                           | Peer Support - Tier 1             | \$ 20.00    | 4     | 40                      | 160         | \$ 3,200 | \$ 166,400         |
|                                 | Peer Support - Tier 1 (Overnight) | \$ 24.00    | 2     | 40                      | 80          | \$ 1,920 | \$ 99,840          |
|                                 | Peer Support - Tier 2             | \$ 22.00    | 2     | 40                      | 80          | \$ 1,760 | \$ 91,520          |
|                                 | Peer Support - Tier 3             | \$ 24.00    | 2     | 40                      | 80          | \$ 1,920 | \$ 99,840          |
|                                 | Director                          | \$ 31.00    | 1     | 15                      | 15          | \$ 465   | \$ 24,180          |
| Benefits &<br>Taxes*            | Peer Support - Tier 1             | \$ 16.00    | 4     | 40                      | 160         | \$ 2,560 | \$ 133,120         |
|                                 | Peer Support - Tier 1 (Overnight) | \$ 16.00    | 2     | 40                      | 80          | \$ 1,280 | \$ 66,560          |
|                                 | Peer Support - Tier 2             | \$ 16.00    | 2     | 40                      | 80          | \$ 1,280 | \$ 66,560          |
|                                 | Peer Support - Tier 3             | \$ 16.00    | 2     | 40                      | 80          | \$ 1,280 | \$ 66,560          |
|                                 | Director                          | \$ 16.00    | 1     | 15                      | 15          | \$ 240   | \$ 12,480          |
|                                 |                                   |             |       |                         | 830         |          | \$ 827,060         |
| Plus Indirect Cost 10%**        |                                   |             |       |                         |             |          | \$ 82,706          |
| <b>Total Labor and Benefits</b> |                                   |             |       |                         |             |          | <b>\$ 909,766</b>  |

**Other Costs**

|                                                                             |                     | Amendment 2  |
|-----------------------------------------------------------------------------|---------------------|--------------|
| Employee Training & Travel Mileage                                          | \$ 4,000            | 3,000        |
| Resident Stipend - birth certificates, IDs, Hoppier                         | \$ 10,000           | 13,500       |
| Location Phone & Wi-fi                                                      | \$ 4,200            | 3,376        |
| Security Camera/storage - cameras and monitoring, storage of the space      | \$ 480              | 8,800        |
| Professional Fees - (legal, mediation, open house events) - ASL translation | \$ 2,000            | 3,600        |
| Insurance                                                                   | \$ 15,000           | 3,000        |
| Laundry Vouchers for Clients                                                | \$ 3,200            | 3,180        |
| Client Showers                                                              | \$ 2,500            | 6,000        |
| Durable goods                                                               | \$ 5,000            | 5,000        |
| Operational Supplies (food/water/food storage/hygiene)                      | \$ 78,000           | 58,000       |
| Client Housing Fund                                                         |                     | 10000 10,000 |
| <b>Total Other Costs</b>                                                    | <b>\$ 134,380</b>   |              |
| <b>Total Budget</b>                                                         | <b>\$ 1,044,146</b> |              |

\*Includes Health Benefits

\*\*Includes office supplies, accounting and billing services, IT support

**Supportive Campsite Program  
Outsiders Inn**

**Budget Safe Stay Site 3 (415-West)  
October 2024 - September 2025**

**Personnel Cost**

|                                   |                                   | Hourly Rate | Staff | Hours per<br>Week/staff | Total Hours | Weekly   | Yearly     |  |
|-----------------------------------|-----------------------------------|-------------|-------|-------------------------|-------------|----------|------------|--|
| Labor                             | Peer Support - Tier 1             | \$ 20.00    | 4     | 40                      | 160         | \$ 3,200 | \$ 166,400 |  |
|                                   | Peer Support - Tier 1 (Overnight) | \$ 24.00    | 2     | 40                      | 80          | \$ 1,920 | \$ 99,840  |  |
|                                   | Peer Support - Tier 2             | \$ 22.00    | 2     | 40                      | 80          | \$ 1,760 | \$ 91,520  |  |
|                                   | Peer Support - Tier 3             | \$ 24.00    | 2     | 40                      | 80          | \$ 1,920 | \$ 99,840  |  |
|                                   | Director                          | \$ 31.00    | 1     | 15                      | 15          | \$ 465   | \$ 24,180  |  |
| Benefits &<br>Taxes*              | Peer Support - Tier 1             | \$ 16.00    | 4     | 40                      | 160         | \$ 2,560 | \$ 133,120 |  |
|                                   | Peer Support - Tier 1 (Overnight) | \$ 16.00    | 2     | 40                      | 80          | \$ 1,280 | \$ 66,560  |  |
|                                   | Peer Support - Tier 2             | \$ 16.00    | 2     | 40                      | 80          | \$ 1,280 | \$ 66,560  |  |
|                                   | Peer Support - Tier 3             | \$ 16.00    | 2     | 40                      | 80          | \$ 1,280 | \$ 66,560  |  |
|                                   | Director                          | \$ 16.00    | 1     | 15                      | 15          | \$ 240   | \$ 12,480  |  |
|                                   |                                   |             |       |                         | 830         |          | \$ 827,060 |  |
| Plus Indirect Cost 10%**          |                                   |             |       |                         |             |          | \$ 82,706  |  |
| <b>Total Labor &amp; Benefits</b> |                                   |             |       |                         |             |          | \$ 909,766 |  |

**Other Costs**

|                                                           | Yearly       | Amendment 2 |
|-----------------------------------------------------------|--------------|-------------|
| Employee Training & Travel Mileage                        | \$ 3,000     | 3,000       |
| Resident Stipend                                          | \$ 10,000    | 13,500      |
| Location Phone & Wi-fi                                    | \$ 4,200     | 4,800       |
| Security Camera/storage                                   | \$ 500       | 9,000       |
| Professional Fees - (legal, mediation, open house events) | \$ 2,000     | 3,600       |
| Insurance                                                 | \$ 15,000    | 3,000       |
| Laundry Machine Support/Repair                            | \$ 1,000     | 2,000       |
| Client Housing Support Fund                               | 10,000       | 10,000      |
| Durable goods                                             | \$ 6,500     | 6,500       |
| Operational Supplies (food/water/food storage/hygiene)    | \$ 78,000    | 58,000      |
| <b>Total Other Costs</b>                                  | \$ 130,200   |             |
| <b>Total Budget</b>                                       | \$ 1,039,966 |             |

\*Includes Health Benefits

\*\*Includes office supplies, accounting and billing services, IT support

**SERVICE AGREEMENT #C-100727**

**AMENDMENT No. 3**

**SUPPORTIVE CAMPSITE & SAFE PARK PROGRAMS**

This Agreement amends the Professional Services Agreement number C-100727 by and between the City of Vancouver, hereinafter referred to as "City", and Outsider Inn.org, hereinafter referred to as "Contractor", whose address is 5301 NE 56<sup>th</sup> Ave, Vancouver, WA 98661, for services offered.

This amendment amends the original agreement as follows:

1. **Amend** the language contained in Section 4, Term of Agreement, as follows:
  - The term of this Agreement shall commence on October 1, 2021 and continue until September 30, 2025.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

**CITY OF VANCOUVER**

A municipal corporation

**CONTRACTOR:**

Outsider Inn.org

---

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-100727**

**AMENDMENT No. 2**

**SUPPORTIVE CAMPSITE & SAFE PARK PROGRAMS**

This Agreement amends the Professional Services Agreement number C-100727 by and between the City of Vancouver, hereinafter referred to as "City", and Outsider Inn.org, hereinafter referred to as "Contractor", whose address is 5301 NE 56<sup>th</sup> Ave, Vancouver, WA 98661, for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$1,412,313 to a revised authorized amount of \$3,481,013. (Safe Site 1, third year of service, for \$997,222. Safe Site 3, second year of service, for \$1,023,166.)
2. **Amend** the language contained in Section 3, Payment for Contractor Services, updating Cost Chart with language in herein attached and by reference made part of the Contract, Attachment "A".
3. **Amend** the language contained in Section 4, Term of Agreement, as follows:
  - The term of this Agreement shall commence on October 1, 2021 and continue until September 30, 2024.
4. 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:**

Outsider Inn.org

DocuSigned by:



Eric Holmes, City Manager

10/2/2023

Date

Attest:

DocuSigned by:



Natasha Ramras, City Clerk

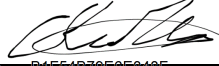
Approved as to form:

DocuSigned by:



Jonathan Young, City Attorney

DocuSigned by:



Signature

Adam Kravitz

Executive Director

Printed Name /Title

9/27/2023

Date

**Supportive Campsite Program  
Outsiders Inn**

**Budget Safe Stay Site 1  
October 2023 - September 2024**

| <b>Personnel Cost</b>    |                                   | Hourly   | Staff | Hours Per  | Total hours | Weekly           | Yearly     |
|--------------------------|-----------------------------------|----------|-------|------------|-------------|------------------|------------|
|                          |                                   | Rate     |       | week/staff |             |                  |            |
| Labor                    | Peer Support - Tier 1             | \$ 20.00 | 4     | 40         | 160         | \$ 3,200         | \$ 166,400 |
|                          | Peer Support - Tier 1 (Overnight) | \$ 24.00 | 2     | 40         | 80          | \$ 1,920         | \$ 99,840  |
|                          | Peer Support - Tier 2             | \$ 22.00 | 2     | 40         | 80          | \$ 1,760         | \$ 91,520  |
|                          | Peer Support - Tier 3             | \$ 24.00 | 2     | 40         | 80          | \$ 1,920         | \$ 99,840  |
|                          | Director                          | \$ 31.00 | 1     | 15         | 15          | \$ 465           | \$ 24,180  |
| Benefits & Taxes*        | Peer Support - Tier 1             | \$ 16.00 | 4     | 40         | 160         | \$ 2,560         | \$ 133,120 |
|                          | Peer Support - Tier 1 (Overnight) | \$ 16.00 | 2     | 40         | 80          | \$ 1,280         | \$ 66,560  |
|                          | Peer Support - Tier 2             | \$ 16.00 | 2     | 40         | 80          | \$ 1,280         | \$ 66,560  |
|                          | Peer Support - Tier 3             | \$ 16.00 | 2     | 40         | 80          | \$ 1,280         | \$ 66,560  |
|                          | Director                          | \$ 16.00 | 1     | 15         | 15          | \$ 240           | \$ 12,480  |
|                          |                                   |          |       |            | 415         | Labor & Benefits | \$ 827,060 |
| Plus Indirect Cost 10%** |                                   |          |       |            |             | 10%              | \$ 82,706  |
|                          |                                   |          |       |            |             |                  | \$ 909,766 |

| <b>Other Costs</b>                                        | Yearly       |
|-----------------------------------------------------------|--------------|
| Employee Training & Travel Mileage                        | 3,000        |
| Resident Stipend                                          | 13,500       |
| Location Phone & Wi-Fi                                    | 3,376        |
| Security Camera/storage                                   | 8,800        |
| Professional Fees - (legal, mediation, open house events) | 3,600        |
| Insurance                                                 | 3,000        |
| Laundry Vouchers for Clients                              | 3,180        |
| Client Showers                                            | 6,000        |
| Durable goods                                             | 5,000        |
| Operational Supplies (food/water/food storage/hygiene)    | 58,000       |
| Client Housing Support Fund                               | 10,000       |
| Operations covered by VHA Grant                           | (30,000)     |
|                                                           | \$ 87,456.00 |

Total Contract Budget \$ 997,222.00

\*Includes Health Benefits

\*\*Includes office supplies, accounting and billing services, IT support



**Supportive Campsite Program  
Outsiders Inn**

**Budget Safe Stay Site 3 (415-West)  
October 2023 - September 2024**

| <b>Personnel Cost</b>    |                                   | Hourly   | Staff | Hours Per  | Total hours | Weekly               | Yearly     |
|--------------------------|-----------------------------------|----------|-------|------------|-------------|----------------------|------------|
|                          |                                   | Rate     |       | week/staff |             |                      |            |
| Labor                    | Peer Support - Tier 1             | \$ 20.00 | 4     | 40         | 160         | \$ 3,200             | \$ 166,400 |
|                          | Peer Support - Tier 1 (Overnight) | \$ 24.00 | 2     | 40         | 80          | \$ 1,920             | \$ 99,840  |
|                          | Peer Support - Tier 2             | \$ 22.00 | 2     | 40         | 80          | \$ 1,760             | \$ 91,520  |
|                          | Peer Support - Tier 3             | \$ 24.00 | 2     | 40         | 80          | \$ 1,920             | \$ 99,840  |
|                          | Director                          | \$ 31.00 | 1     | 15         | 15          | \$ 465               | \$ 24,180  |
| Benefits & Taxes*        | Peer Support - Tier 1             | \$ 16.00 | 4     | 40         | 160         | \$ 2,560             | \$ 133,120 |
|                          | Peer Support - Tier 1 (Overnight) | \$ 16.00 | 2     | 40         | 80          | \$ 1,280             | \$ 66,560  |
|                          | Peer Support - Tier 2             | \$ 16.00 | 2     | 40         | 80          | \$ 1,280             | \$ 66,560  |
|                          | Peer Support - Tier 3             | \$ 16.00 | 2     | 40         | 80          | \$ 1,280             | \$ 66,560  |
|                          | Director                          | \$ 16.00 | 1     | 15         | 15          | \$ 240               | \$ 12,480  |
|                          |                                   |          |       |            |             | 415 Labor & Benefits | \$ 827,060 |
| Plus Indirect Cost 10%** |                                   |          |       |            |             | 10%                  | \$ 82,706  |
|                          |                                   |          |       |            |             |                      | \$ 909,766 |

| <b>Other Costs</b>                                        |  | Yearly        |
|-----------------------------------------------------------|--|---------------|
| Employee Training & Travel Mileage                        |  | 3,000         |
| Resident Stipend                                          |  | 13,500        |
| Location Phone & Wi-Fi                                    |  | 4,800         |
| Security Camera/storage                                   |  | 9,000         |
| Professional Fees - (legal, mediation, open house events) |  | 3,600         |
| Insurance                                                 |  | 3,000         |
| Laundry machine support / repair                          |  | 2,000         |
| Client Housing Support Fund                               |  | 10,000        |
| Durable goods                                             |  | 6,500         |
| Operational Supplies (food/water/food storage/hygiene)    |  | 58,000        |
|                                                           |  | \$ 113,400.00 |

Total Contract Budget \$ 1,023,166.00

\*Includes Health Benefits

\*\*Includes office supplies, accounting and billing services, IT support

**SERVICE AGREEMENT #C-100727**

**AMENDMENT No. 1**

**SUPPORTIVE CAMPSITE & SAFE PARK PROGRAMS**

This Agreement amends the Professional Services Agreement number C-100727 by and between the City of Vancouver, hereinafter referred to as "City", and Outsider Inn.org, hereinafter referred to as "Contractor", whose address is 5301 NE 56<sup>th</sup> Ave, Vancouver, WA 98661, for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$1,497,552 to a revised authorized amount of \$2,068,700. (Safe Site 1, second year of service, for \$748,776. Safe Site 3, first year of service, for \$748,776.)
2. **Amend** the language contained in Section 3, Payment for Contractor Services, updating Cost Chart with language in herein attached and by reference made part of the Contract, Attachment "A".
3. **Amend** the language contained in Section 4, Term of Agreement, as follows:
  - The term of this Agreement shall commence on October 1, 2021 and continue until September 30, 2023.
4. 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:



75A9183485CA407...

Eric Holmes, City Manager

9/19/2022

Date

Attest:

DocuSigned by:



BCF6734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



9A7DC2E31F694A2...

Jonathan Young, City Attorney

**CONTRACTOR:**

Outsider Inn.org

DocuSigned by:



2F1F5DE6E657460...

Signature

Adam Kravitz

executive director

Printed Name /Title

9/13/2022

Date

## Attachment "A"

## Cost Chart

**Supportive Campsite Program**  
**Outsiders Inn**

**Year 2 for Safe Stay Site 1**  
**New Safe Stay Site 3**

**Personnel Cost**

|                                       | Hourly rate | Number<br>of Staff | Hours per<br>week | Monthly<br>Salary | Monthly<br>Taxes &<br>Benefits*<br>(\$15/hr) | Total per<br>month | Total per year |
|---------------------------------------|-------------|--------------------|-------------------|-------------------|----------------------------------------------|--------------------|----------------|
| Peer Support (Day shift)              | 20.00       | 2                  | 56                | 9,707             | 6,720                                        | 16,427             | 197,120        |
| Peer Support (Evening shift)          | 20.00       | 2                  | 56                | 9,707             | 6,720                                        | 16,427             | 197,120        |
| Peer Support (Overnight)              | 22.00       | 1.5                | 56                | 8,008             | 5,040                                        | 13,048             | 156,576        |
| Homeless Services Manager             | 31.00       | 1                  | 15                | 2,015             | 900                                          | 2,915              | 34,980         |
| <b>Total</b>                          |             | <b>7</b>           | <b>183</b>        |                   |                                              |                    | <b>585,796</b> |
| Plus Indirect Cost 10%**              |             |                    |                   |                   |                                              |                    | <b>58,580</b>  |
| <b>Total Annual Base for Contract</b> |             |                    |                   |                   |                                              |                    | <b>644,376</b> |

\* Includes health benefits

\*\*Includes office supplies, office furniture, accounting and billing services, IT support

**Other Costs**

|                                                         |                                                                  | Monthly | Yearly         |
|---------------------------------------------------------|------------------------------------------------------------------|---------|----------------|
| Employee training & travel mileage                      |                                                                  | 250     | 3,000          |
| Resident Stipend                                        | \$45 per month per resident for cleanup and<br>nightly gate duty | 1,125   | 13,500         |
| Employee Phones                                         | \$50 each per month - 8 total                                    | 400     | 4,800          |
| Security - four times per day                           | \$800 per month                                                  | 800     | 9,600          |
| Security Camera/Storage                                 | Cameras, storage, maintenance                                    | 425     | 5,100          |
| Professional Fees - Legal, mediation, open house events |                                                                  | 300     | 3,600          |
| Insurance                                               |                                                                  | 250     | 3,000          |
| Laundry vouchers for clients                            | \$20 per person per month                                        | 500     | 6,000          |
| Client Showers                                          | \$50 per person per month                                        | 1,250   | 15,000         |
| Sleeping bags, outdoor supplies                         |                                                                  | 200     | 2,400          |
| Food - Ice, water, prepared foods                       | \$250 per person per month                                       | 3,000   | 36,000         |
| Hygiene, sanitizers, trash bags                         |                                                                  | 200     | 2,400          |
| <b>Total Annual Base for Contract</b>                   |                                                                  |         | <b>104,400</b> |

|                                        |                |
|----------------------------------------|----------------|
| <b>Total Annual Cost For Each Site</b> | <b>748,776</b> |
|----------------------------------------|----------------|

Monthly 62,398



**CITY OF VANCOUVER  
SERVICES AGREEMENT  
No.C-100727**

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 Outsider Inn.org (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 34-21 (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 below or 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.

The Contractor shall be responsible to do the following:

1. Manage the site and day-to-day operations of the supported camp site(s);
2. Amending a base Code of Conduct with the campsite residents to meet their needs while still meeting community expectations about the site;
3. Enforce a Code of Conduct and identify the process for removing those individuals not following the rules;

4. Register and track clients in the Homeless Management Information System;
5. Assist clients with housing navigation services as a pathway to permanent housing;
6. Provide strengths-based and trauma informed support and engagement to individuals in camp community; and facilitate/coordinate connection to other community partners to provide supportive services on-site such as mental health counseling, substance use treatment, legal assistance, enrollment in benefits,, literacy training, medical, dental care etc.;
7. Manage snacks and develop and enforce policy on receiving food from outside people/agencies;
8. Provide an ambassador to monitor activity outside the perimeter of the facility to mitigate loitering around the site and help the City maintain its commitment as a Good Neighbor.
9. Maintain timely and accurate records which reflect service levels, participant characteristics, specific actions taken to assist participants, service outcomes, and expenditures

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 \$571,148.00 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.

- 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 “A”, 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 October 1, 2021 and continue until September 30, 2022. The City reserves the right to offer four (4) one-year extensions. 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. 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.



- 8. 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.
- 9. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this 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.
- 10. 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.

- 11. 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.

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

**13. 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.

**14. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to [www.bls.dor.wa.gov/cities/vancouver.aspx](http://www.bls.dor.wa.gov/cities/vancouver.aspx) or [www.cityofvancouver.us/businesslicense](http://www.cityofvancouver.us/businesslicense), to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

**15. 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.

**16. 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.

| <b>COVERAGE</b>                                                                                                                                                                                 | <b>LIMITS OF LIABILITY</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <b>I. Commercial General Liability:</b>                                                                                                                                                         |                            |
| Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability                                                                                       |                            |
| Each Occurrence                                                                                                                                                                                 | \$1,000,000                |
| General Aggregate Per Occurrence                                                                                                                                                                | \$2,000,000                |
| Products & Completed Operations Aggregate                                                                                                                                                       | \$2,000,000                |
| Personal and Advertising Injury                                                                                                                                                                 | \$1,000,000                |
| Blanket Contractual Liability                                                                                                                                                                   | \$1,000,000                |
| <b>II. Commercial Automobile Liability</b>                                                                                                                                                      |                            |
| Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement. |                            |
| Combined Single Limit                                                                                                                                                                           | \$1,000,000                |
| <b>III. Workers' Compensation (applicable to the State of Washington)</b>                                                                                                                       |                            |
| Per Occurrence                                                                                                                                                                                  |                            |
| Employer's Liability                                                                                                                                                                            | \$1,000,000                |
| Disease Each Employee                                                                                                                                                                           | \$1,000,000                |
| Disease Policy Limit                                                                                                                                                                            | \$1,000,000                |
| Each Claim                                                                                                                                                                                      | \$1,000,000                |
| Annual Aggregate                                                                                                                                                                                | \$1,000,000                |
| <b>IV. Umbrella Liability</b>                                                                                                                                                                   |                            |
| Each Claim                                                                                                                                                                                      | \$1,000,000                |
| Annual Aggregate                                                                                                                                                                                | \$5,000,000                |

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

- 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.

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

For the City:  
 Anna Vogel  
 City of Vancouver  
 415 W 6<sup>th</sup> Street  
 P O Box 1995  
 Vancouver WA 98668-1995  
 Email: [anna.vogel@cityofvancouver.us](mailto:anna.vogel@cityofvancouver.us)

For the Contractor:  
 Adam Kravitz  
 Outsiders Inn.org  
 5301 NE 56<sup>th</sup> Avenue  
 Vancouver WA 98661  
 Email: [outsidersinnorg@gmail.com](mailto:outsidersinnorg@gmail.com)

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

**18. 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.

- 19. 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.
- 20. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

- 25. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 26. BYRD ANTI-LOBBYING AMENDMENT:** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 27. PROCUREMENT OF RECOVERED MATERIALS:** Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 28. WARRANTIES:** All products shall be warranted against defects or faulty workmanship and materials by the Supplier for one (1) year following inspection and acceptance of the products by the City. Warranty shall include all costs incurred, including shipping, for repair or replacement except that which is damaged by misuse or abuse. This one-(1) year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Supplier warrants that all goods and services furnished under this Contract are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. If a defect is found, a component failure occurs, or workmanship is found to cause failure, the Vendor shall replace the product at their own expense, including shipping charges. Any replacement product will be warrantied for one (1) year from the date it is delivered. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Contract.
- 29. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, the Supplier agrees as follows: The Supplier will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any

sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

DocuSigned by:



75A9183485CA407...

Eric Holmes, City Manager

10/11/2021

Date

Attest:

DocuSigned by:



661359AB277E439...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



9A7DC2E31F694A2...

Jonathan Young, City Attorney

**CONTRACTOR:**

Outsiders Inn.org

DocuSigned by:



B1F54B79E6E848F...

Signature

Adam Kravitz

Executive Director

Printed Name /Title

10/7/2021

Date



**Staff Report: 196-24**

**To:** Mayor and City Council  
**From:** City Manager  
**Date:** October 7, 2024

**Subject**

Contract Amendment - Increase for Parkeon/Flowbird Contract - C-101160 2023-25

**Key Points**

- The City contracted with Flowbird for the purchase of Parkeon/Flowbird Pay Stations, which facilitate parking payments.
- The pay stations represent best practice technology, allowing for efficient data integration and collection.
- The pay stations allow for increased access for wheelchair and ADA users.
- Purchases from this contract will exceed the \$300,000 threshold.

**Strategic Plan Alignment**

**Transportation and Mobility** – a safe, future-ready and convenient transportation system

**Present Situation**

Downtown has roughly 1700 on street parking spaces and there are currently 3 different variations of parking pay stations: single space coin meters (170); first generation Strada pay stations (202); and new S5 Flowbird Pay stations (11), the latter of which is the only option to offer touch screen and full ADA compliance. Updating antiquated pay stations will require a capital expenditure of \$600,000 over the next 2 years (\$300,000 each year). Parking Services uses Contract C-101160 to cover any Flowbird purchases and equipment repairs for parking pay stations. The City operates approximately 220 Flowbird/Parkeon pay stations, which handle coin and credit card payments for hourly parking in the downtown parking district.

Two planned expenditures have prompted this request. The first expense is the purchase of 20 new pay stations to complete the downtown Coin Meter Replacement project. The second expense is an update to existing pay stations to comply with accessibility standards and incorporate Pay by Plate. Due to these additional expenses, the current contract will not be sufficient to support the standard maintenance and fees associated with these services. Staff is requesting an increase to the current contract to \$600,000, up from the current amount of \$300,000, to cover these planned expenditures and to support continued operational improvements.

**Advantage(s)**

1. Increased accessibility for ADA and wheelchair users.
2. Improved user experience.
3. Alignment with Climate Action and Sustainability initiatives.
4. Increased data with more complete picture of parker profile.
5. Completion of Downtown Parking Meter Replacement project
6. Uniform equipment across Downtown parking district.

7. Parkeon parking payment equipment and software is a known product used by the City of Vancouver since 2008. Pay stations provide customer payment options (credit cards, U.S. coins, pay by phone) and printed receipts. Pay stations reduce service and coin collection visits. A single pay station may serve up to 12 parking spaces.

**Challenge(s)**

None

**Budget Impact**

The appropriation to purchase the stations has been included in the 2025-26 Budget request. The action of increasing the contact will have no impact on the budget. The City will spend within the budgeted authority and contractual amount.

**Prior Council Review**

None

**Action Requested**

Authorize the City Manager or his designee to execute amended contract C-101160 with Parkeon, Inc of Moorestown, New Jersey for an additional \$300,000, for a total of \$600,000. Contract ends February 24, 2025.

**Staff Contact**

Gabe Montez, Parking District Manager, gabriel.montez@cityofvancouver.us

**Attachments:**

1. Sole\_Source\_Justification\_Form\_Parkeon
2. C-101160 2023-25



## SOLE SOURCE JUSTIFICATION Purchases Above \$5,000

**A sole source is defined as:**

A purchase that is clearly and legitimately limited to a single source or supply.

- A. If there is a way to draft the specifications so that more than one respondent will reply, it is not a sole source.
- B. The use of sole source purchases shall be limited only to specific instances which are totally justified to satisfy compatibility or technical performance needs.

Immediately following award of a sole source contract, the contract (PO or paper contract) and the factual basis for the sole source procurement (this Sole Source Justification Form) must be recorded and open to public inspection (RCW 39.04.280(2)(a)).

**I REQUEST THAT THE REFERENCED PURCHASE BE DECLARED A SOLE SOURCE PURCHASE.**

**Department:** EPH

**Requestor:** Teresa Brum

**Proposed supplier name and address:**

**Flowbird  
100 Avenue de Suffren  
Paris, 75015 France**

**Contract # (if applicable):**

**Estimated cost of goods or services for this request:**

**\$400,000**

**Total Amount Spent to Date (if applicable):**

**\$1,200,000**

**This is a sole source purchase because (Check all that apply):**

- ☒ **Sole Source:** No other items are known to exist which perform the same function.
- ☒ **Special Design** – Item is specific design to fit in with an existing installation.
- ☐ **Consultant** – Providing professional or technical expertise of a unique nature or location availability.
- ☒ **Proprietary** – Item is held under exclusive title, trademark or copyright
- ☒ **Warranty Service** – The vendor is the sole provider of factory authorized warranty service.
- ☐ **Established Standard** – The vendor is the sole provider of goods and services for which the City has established a standard.
- ☐ **Used Item** – The vendor/distributor is a holder of a used item that would represent good value and is advantageous to the City (attach information on market price, availability, etc).

**Describe the proposed goods or services.**

**Monthly computer software support for Parkeon paystations. The software informs us if a machine is not working properly and is in need of repair, coin collection information, and validation codes. Hardware is purchased, including parts and additional pay stations to replace old or damaged stations. Professional services include service calls, software development (graphics, change rate profiles, add/delete services) and pay station installation.**

**What are the specific necessary features that this supplier provides that are not available from other suppliers?**

**The city owns 200 Parkeon (Flowbird) brand paystations. In order to keep these stations operable, we need to use Flowbird for software and hardware.**

**Discuss how similar goods or services are unable to meet the required objective.**

**Software and hardware from other companies is incompatible with the Parkeon (Flowbird) paystations.**

**What steps have you taken to verify that these features are not available elsewhere?**

- ☐ Other brands/manufacturers were examined. Provide a list of phone numbers and names and explain why these did not meet the requirements:
- ☐ Other vendors were contacted but did not meet the requirements. Provide a list of companies and phone numbers and why they did not meet the requirements:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Other, please explain: Parkeon (Flowbird) software services are proprietary to the equipment manufactured, sold, and maintained for parking meter services and revenue collection reporting.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                               |
| <b>Can your requirements be modified so that competitive products or services may be used?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If yes, please explain modifications and potential costs:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                               |
| <b>Is this a one-time procurement?</b><br><input checked="" type="checkbox"/> No* <input type="checkbox"/> Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>*If on-going sole source procurement is required, include or attach an estimate that shows total annualized expenditure for each year.</b> |
| <b>PRICE REASONABLENESS (Check all that apply and attach back-up documentation)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                               |
| I determined that the price is fair and reasonable because: <ul style="list-style-type: none"> <li><input type="checkbox"/> I compared the proposed price to prices I previously paid for the same or similar goods and/or services. See PO # . Specify price:</li> <li><input type="checkbox"/> I compared the proposed price to current published catalog, price lists, or market prices as documented in the attachments and the proposed price is similar or less. <b><u>Attach relevant documentation.</u></b></li> <li><input type="checkbox"/> I compared the proposed price to rough yardsticks, such as dollars per pound, per horsepower, or other units of measure and did not discover significant inconsistencies that warrant additional pricing inquiry.</li> <li><input type="checkbox"/> Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts.</li> <li><input type="checkbox"/> The price is set by law or regulations.</li> <li><input checked="" type="checkbox"/> Market research reveals that same or similar goods or services are available for a similar price.</li> <li><input type="checkbox"/> Other:</li> </ul> |                                                                                                                                               |
| <b>STATEMENT OF NEED AND CERTIFICATION:</b><br>My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known vendors to exist.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                               |
| <i>Teresa Brum</i><br>_____<br>Signature (Requestor)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1/12/2023<br>_____<br>Date                                                                                                                    |
| <b>Department/Division Manager</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                               |
| Based upon the above, I authorize the sole source acquisition of the goods or services specified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                               |
| <i>Patrick Quinton</i><br>_____<br>Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1/17/23<br>_____<br>Date                                                                                                                      |
| <b>Procurement Department Review</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                               |
| Based upon the above, I have reviewed this request and I <input checked="" type="checkbox"/> support/ <input type="checkbox"/> deny this request.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                               |
| DocuSigned by:<br><i>Ashley Kunze</i><br>_____<br>Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2/24/2023<br>_____<br>Date                                                                                                                    |
| 9762FD3BA806412...                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Flowbird is the only software/parts for our Parkeon parking meters.<br>Confirmed AK                                                           |
| <b>FMS Department Director Signature</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                               |
| Based upon the above, I authorize the sole source acquisition of the goods or services specified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                               |
| DocuSigned by:<br><i>Natasha Ramras</i><br>_____<br>Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 2/24/2023<br>_____<br>Date                                                                                                                    |
| 40E94AE...                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                               |

**\*NOTE: This Sole Source Justification is valid for two (2) years from the noted date; a new justification form is needed for additional time, as new vendors may have entered the marketplace.**

| Procurement Use Only      |                                 |
|---------------------------|---------------------------------|
| Supplier Contract Number: | Staff Report # (if applicable): |
| Effective Date:           | End Date:                       |



**CITY OF VANCOUVER**  
**Procurement Services**  
 (360) 487-8430  
 (360) 487-8433 fax  
[www.cityofvancouver.us](http://www.cityofvancouver.us)  
 Federal Tax ID No. 91-6001288

|                               |              |
|-------------------------------|--------------|
| <b>Contract #:</b>            | C-101160     |
| <b>Start Date:</b>            | Feb 24, 2023 |
| <b>End Date:</b>              | Feb 24, 2025 |
| <b>Total Contract Amount:</b> | \$300,000.00 |

Parkeon  
 40 Twosome Dr Ste 7  
 Moorestown, NJ 08057

#### Submit all invoices and questions to:

Teresa Brum (Terminated) / [tbrum2@comcast.net](mailto:tbrum2@comcast.net)

#### Contract Overview

Pay station/meter for the on street parking and lots

#### 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.

Authorized Signature

**Staff Report: 197-24**

**To:** Mayor and City Council  
**From:** City Manager  
**Date:** October 7, 2024

**Subject**

Contract Amendment - Professional Service Agreement for Water Station 4 PFAS Treatment System Design (RFQ 71-23)

**Key Points**

- The Water Station 4 Treatment Systems project will remove PFAS and replace the existing chlorine gas treatment system.
- On March 25<sup>th</sup>, 2024, Council approved the Phase 1- Preliminary Design for Water Station 4 contract with Stantec, and that 30% design will be complete in October 2024.
- Phase 2 will extend the existing professional services contract to complete design, issue bid documents and provide consultant engineering services during bid and construction.
- The City has been awarded up to \$15 million in Drinking Water State Revolving Fund from Washington State Department of Health for this project in the form of a forgivable loan (grant).
- The City has also been awarded up to \$10 million as a low-interest loan from the Washington State Department of Commerce's Public Works Board Construction Loan Fund

**Strategic Plan Alignment**

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

**Present Situation**

Water Station 4 is located at 4205 East 5<sup>th</sup> Street and has served the community with safe, clean drinking water since the 1940s. The site contains six groundwater wells with a combined current output of 8,550 gallons per minute. A Water Station 4 site map is attached for reference.

PFAS is a group of Per- and Polyfluoroalkyl substances and is an emerging contaminant found in the City's well fields that must be removed. The Water Station 4 Treatment Systems project will construct treatment facilities to remove PFAS from the drinking water at this site and will also replace the existing chlorine gas system with a safer onsite sodium hypochlorite generation system for disinfection.

A Request for Qualifications (RFQ 71-23) for professional engineering services to complete the Water Station 4 Treatment System Design was issued on November 3, 2023. Along with standard advertising, firms from the MRSC list, which included veteran-, minority-, and women-owned firms, were notified of the solicitation and requested interested firms to submit their statements of qualifications. The scope of work identified in the RFQ was divided into two parts to streamline the project; Phase 1 included the preliminary 30% design along with associated initial permitting tasks, and Phase 2 included final bid-ready documents along with support and services during construction. Phase 1 is nearly completed and ready to move to Phase 2.

The attached amendment is for the scope of work identified as, 'Phase 2: Water Station 4 PFAS



Treatment System Design Project’. This portion of the final design work is expected to take eleven months to complete. Assistance during bidding and construction will not begin until 2028. The table below provides a summary of this contract’s scope of work.

| Scope                | Phase 1 – Prelim Design | Phase 2 – Final Design & Construction Support     |
|----------------------|-------------------------|---------------------------------------------------|
| Design               | \$570,741               | \$3,756,023                                       |
| Construction Support | -                       | \$2,391,788                                       |
| Contingency          | \$45,000                | \$186,906                                         |
| Duration of Effort   | 6 months (30% Design)   | 11 months (Final Design) 36 months (Construction) |

The City has been awarded state and federal funding for this project through the State Department of Health and the State Department of Commerce’s Public Works Board. These awarded funds will help pay for the cost of design and construction of this project. The City is awaiting final contracts from the two agencies and will be presented to City Council for approval within the next two months. Upon approval by Council, the City has 18 months from the contract execution date to award a construction contract for this project. The professional services included in the attached scope of work follow federal and state loan requirements.

### **Advantage(s)**

1. Provides engineering and specialty technical services to complete a comprehensive final design of the project.
2. Provides guidance through a developed permitting plan to comply with federal loan requirements.
3. Preparation of bid ready construction documents is to facilitate a competitive bid process for construction.
4. Provides technical support during bidding and construction.

### **Challenge(s)**

According to recent regulations from the federal Environmental Protection Agency (EPA), the City has until 2029 to implement mitigation to remove PFAS substances from drinking water where source levels exceed limits recently set by the EPA.

### **Budget Impact**

Funding for this project will be supported by grants and is identified as PRJ100966 in the approved 2023-2024 Capital Water Budget and in the proposed 2025-2026 Capital Water Budget.

### **Prior Council Review**

Approved in the 2023-2024 Capital Water Budget.  
Staff Report 055-24, March 25, 2024, Phase 1 – Preliminary Design

### **Action Requested**

Authorize the City Manager or his designee to execute Amendment No. 1 to contract C-101597 between the City of Vancouver and Stantec. Increase the not-to-exceed amount by \$6,334,718.23 to a total of \$6,950,459.35 and extend the termination date to 3/31/2029.

### **Staff Contact**

Mehrin Selimgir, Civil Engineer, [Mehrin.Selimgir@cityofvancouver.us](mailto:Mehrin.Selimgir@cityofvancouver.us)

**Attachments:**

1. Amendment No 1 draft
2. Services Contract C-101597 executed
3. Site Map
4. Phase 1 Prelim Design - Services Contract C-101597 executed



**SERVICE AGREEMENT C-101597  
AMENDMENT No. 1  
Water Station 4 PFAS Treatment Design**

This Agreement amends the Professional Services Agreement number C-101597 by and between the City of Vancouver, hereinafter referred to as "City", and Stantec Consulting Services, Inc., 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 \$6,334,718.23 to a revised authorized amount of \$6,950,459.35.
2. **Amend** the language contained in Section 1, Scope of Work, adding language in herein attached and by reference made part of the Contract, Attachment A.
3. **Amend** the language contained in Section 4, Term of Agreement, with language as follows:
  - Term date of agreement changed to March 31, 2029.
4. 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 Services Inc.

\_\_\_\_\_  
Lon Pluckhahn, 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

**Stantec Consulting Services Inc.**  
601 SW 2nd Ave, Suite 1400  
Portland, OR 97204  
T: (503) 220-5432

### **Reference: Water Station 4 PFAS Treatment System Design City of Vancouver, WA Phase 2 Scope of Work**

August 29, 2024

This Scope of Work describes professional engineering services to be performed by Stantec Consulting Services, Inc. ("Stantec" or "Consultant") to perform the Water Station 4 (WS-4) PFAS Treatment System Design Project ("Project").

The Phase 2 Scope of Work is a continuation of Stantec's Phase 1 services. Phase 1 services included preliminary design development, which served to define Project constraints and design criteria for Phase 2. Phase 2 assumes design criteria developed during Phase 1, progressing the design to allow issuance for construction contract drawings and specifications. Phase 2 includes detailed design, bidding, engineering services during construction, as well as other required support services. The Scope of Work for Phase 2 is an amendment to the existing C-101597 contract established during Phase 1 activities and is divided into the tasks below:

- Task 100 – Project Management
- Task 200 – Project Support Services
- Task 300 – Detailed Design
- Task 400 – Cost Estimation
- Task 500 – Bidding Services
- Task 600 – SRF Funding Support
- Task 700 – Engineering Services during Construction
- Task 800 – Phase 2 Contingency

A contingency of 3% has been included as Task 800 for unanticipated services that may arise during engineering and construction. This contingency is for any unexpected needs that might occur during Project progression and requires City approval. Stantec will continue working with Shannon & Wilson for geotechnical services and Mackay Sposito for civil engineer and landscape architecture design support. These two entities will serve as subconsultants to Stantec.

### **BACKGROUND**

The City of Vancouver (City) has established a model program to address per- and polyfluoroalkyl substance (PFAS) challenges through public/regulatory communications, feasibility/management planning, pilot testing, and design of water treatment systems for several water stations. This Scope of Work is based upon Stantec's current Project understanding. WS-4 is located at 4205 E 5<sup>th</sup> Street in Vancouver, Washington.

WS-4 is one of the City's larger wellfields with a current capacity of 8,550 gpm (12.2 MGD) with the potential to expand to the full water right of 10,700 gpm (15.4 MGD). The scope of this work will include development of a PFAS treatment facility, well pumping improvements, a new chemical building with onsite sodium hypochlorite generation (OSHG) and fluoride saturator, and site improvements. Additional work includes site piping, earthwork, building, structures, pavement, electrical, instrumentation, communications, and other relevant work defined in this Scope of Work.

The PFAS treatment technology includes the use of granular activated carbon (GAC) media to adsorb PFAS compounds from the water to the media. The media is then disposed or regenerated. Bench and pilot scale PFAS treatment studies have been conducted at WS-4 to demonstrate treatment performance. Both GAC and IX options have been evaluated. A flexible system where GAC will be the initial treatment method with the ability to accommodate IX in the future has been selected.

Existing chemical treatment currently includes chlorine gas disinfection and fluoride saturation. As part of this Project, the chlorine gas system will be replaced with OSHG. The existing fluoride saturator will also be replaced to improve operator safety and efficiency.

The City has been granted State Revolving Fund (SRF) loan funding for this project. The SRF program requires meeting federally funded project requirements including the need to use American Iron and Steel (AIS), cultural and environmental reviews/SEPA, and the Davis-Bacon Act. The City is currently pursuing a waiver for the Buy America Build American requirement. The City anticipates executing the SRF contract in the Fall of 2024 and must award a construction contract within 18 months.

The Scope of Work for Phase 2 will include design and support components. Permitting compliance, funding compliance, bidding support, and engineering services during construction have been included as part of the tasks included herein. Work at this site is expected to include the following design elements:

- Installation of a PFAS treatment system with:
  - Ten (10) pairs of lead-lag 12-ft diameter pressure vessels
  - Granular activated carbon media for each vessel
  - Inlet piping header and appurtenances
  - Effluent piping header and appurtenances
  - Electrically actuated effluent flow control valves and flow meters, one set dedicated to each pressure vessel pair
  - Electrical actuated backwash water supply flow control valve and flowmeter
  - Valving and instrumentation for each vessel pair, as indicated in the preliminary design documents.
  - Pipe supports and associated equipment anchoring appurtenances
- Backwash waste tank(s) (up to two) with electrically actuated effluent control valve, flow meter, level sensor, and appurtenances
- Concrete foundations for pressure vessels and backwash tank
- Buried yard piping and appurtenances to connect PFAS treatment system and backwash waste tank with existing treatment system
- Buried vaults for piping tie-in and chemical injection appurtenances
- Well pump, motor, and motor starter replacements
- New Chemical Building:
  - Including restroom
  - Associated plumbing, heating, and ventilation appurtenances
  - Floor drain, heating and ventilation appurtenances
  - Onsite sodium hypochlorite generation, storage, and feed equipment
  - Fluoride saturation, storage, and feed equipment
  - Outdoor brine tank with delivery access
- General site improvements including:
  - Access roadway and paving improvements
  - Grading modifications for site accessibility, equipment placement provisions, and new retaining walls
  - Site fencing replacement and improvements
  - Stormwater management provisions including discharge and onsite treatment
  - Site lighting and security fencing provisions
  - Security camera network compatible with the existing system at other water sites
- Electrical, automation, and network equipment required for replacement of existing WS-4 Remote Telemetry Unit (RTU), PFAS treatment system, well pump improvements, chemical building, and site improvements.

To complete the Scope of Work, the Consultant has assembled a limited number of subconsultants to assist and complement its own internal staff and capabilities as shown in **Table 1**.

**Table 1: Consultant Team Roles**

| Role             | Company                           | Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Prime Consultant | Stantec Consulting Services, Inc. | <ul style="list-style-type: none"> <li>• Project Management and Oversight</li> <li>• Funding/SRF Compliance</li> <li>• Civil Design Support</li> <li>• Process and Building Mechanical Design</li> <li>• Structural Design</li> <li>• Electrical and I&amp;C Design</li> <li>• Architectural Design</li> <li>• Engineering Construction Support</li> <li>• Services during Bidding</li> <li>• Cost Estimating</li> <li>• Overall Design Quality Control</li> </ul> |
| Subconsultant    | Shannon and Wilson                | <ul style="list-style-type: none"> <li>• Geotechnical Design Support</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                    |
| Subconsultant    | Mackay Sposito                    | <ul style="list-style-type: none"> <li>• Site and Land Use Permitting</li> <li>• Site Civil Design</li> <li>• Landscape Architecture</li> <li>• Engineering Construction Support (Civil, Landscape Architecture, and Permitting Only)</li> </ul>                                                                                                                                                                                                                   |

#### **GENERAL PROJECT ASSUMPTIONS:**

The following key assumptions were used when determining the scope, schedule, and level of effort for Phase 2 of this Project. These assumptions apply to all tasks included in the Scope of Work:

- Stantec will provide design services for the Project, including but not limited to development of contract drawings, specifications, calculations and other documents.
- Additional pilot- or bench-scale testing of treatment technologies by Stantec is not required. The City will perform any additional water quality sampling and laboratory analysis required.
- Acoustical or sound services are not included.
- Site illumination modeling is not included.
- With the exception of a new vehicle entrance near Well 4B, no changes to pedestrian and vehicular access to the existing buildings are required.
- The City will provide a list of any preferred manufacturers of equipment.
- PFAS backwash supply will be provided directly from the distribution system.
- Backwash waste will be discharged to an equalization tank and then to the City's gravity sanitary sewer system.
- Improvements to existing electrical services are not included except where specifically required for the new Project-related facilities.
- No standby power generation or facilities will be added to the site with the current project.
- New well drilling is not required.
- The replacement RTU panel will be designed by Stantec with integration by both the City and the City's system integrator (Jacobs).
- Instrumentation will be confirmed with the City's system integrator. The integrator will provide all cybersecurity design and support services.
- Design procurement method is assumed to be design-bid-build delivery.

- Design deliverables will be in electronic format unless noted otherwise. Drawings will be developed using the most current version of AutoDesk Revit and Civil 3D but will be delivered to the City as pdf's for each design submittal. AutoCAD will be used for 2D drawings such as P&IDs, HVAC, I&C and electrical one lines. Native drawing files (.dwg) will be provided after Final (100% Design).
- All full size drawings will be based on standard ANSI D, 22"x34" paper and half-size drawings will be standard tabloid size, 11"x17" paper.
- Stantec will provide responses/resolutions to the comments in a compiled digital format. Changes resulting from comments will be incorporated into the design documents in the next phase of work. Design will proceed without resubmittal of design milestone deliverables.
- Deliverables will be reviewed by the City and the City will provide comments within 10 business days following the deliverable's submission.
- Stantec's master specifications will be used as the basis for technical specifications. Stantec's design standards and templates will be used for all drawing production.
- It is not anticipated that a site-specific dewatering investigation will be required.
- Hydrogeological investigations are not included as part of Stantec's Scope Work. If hydrogeological investigation services are required, it is expected that the hydrogeologist will contract directly with the City.
- A Critical Aquifer Recharge Area (CARA) permit will not be required.
- Stantec shall not be responsible for changes to the documents required by the jurisdiction based upon rules, regulations, codes or requirements of the jurisdiction that are not written regulations or correspondence from the jurisdiction. Changes required due to unwritten rules, regulations, codes or requirements by the jurisdiction shall be considered additional services that are not part of this scope.
- An in-water work protection plan and dewatering plan will not be required by the Washington State Department of Ecology.
- Road frontage improvements along S. 5<sup>th</sup> Street and N. Blanford Drive are included.
- Traffic counts and roadway redesign/improvements on S. 5<sup>th</sup> Street or N. Blanford Drive are not included. Signal design is not included. Traffic control plan during construction is included
- Liquefiable soil materials will not be encountered, and mitigation of liquefiable soils is not required.
- No permanent lift equipment or cranes are required.

#### ***City Provided Services:***

- Any site survey and preparation of basemap with horizontal and vertical datum for site and treatment improvements will be provided by the City.
- Subsurface utility locating (potholing services); see Task 210. Public outreach and notification will be led by the City with Stantec supporting as noted within this Scope of Work.
- City will make its facilities accessible to Stantec as required for Stantec's performance of its services.
- City will give prompt notice to Stantec when City observes or becomes aware of developments that affect the scope or timing of Stantec's services, or of defects in the work of Stantec.
- City will participate in regularly scheduled project status meetings.
- City will lead communication efforts with Clark Public Utilities (CPU) for any upgrades to existing electrical owned by CPU. Stantec will provide design technical support for electrical design and attend meetings with CPU. Consultant to include new electrical service requirements in drawings and specifications.
- Permitting will be handled by the City and Contractor with assistance from Stantec and Stantec's sub-consultants.
- City will provide a compiled set of comments on all deliverables.
- Templates for Divisions 00 specifications (including Contract Agreement, Bid Forms, etc.) will be provided by the City. Stantec will provide Division 01 specifications. Stantec will modify these specifications for compliance with Drinking Water State Revolving Fund requirements.
- City will provide overall construction management services for the project.



## **TASK 100 – PROJECT MANAGEMENT**

The intent of this Task is to manage task and phase budgets, schedule, staffing, subconsultants, and coordinate project progress. Stantec will coordinate meetings, discussions, and correspondence with the City. Specific project management activities include:

### ***Task 110: Project Tracking and Reporting***

Stantec's Project Manager and lead design staff will track Project staffing and budget resources, subcontractor services, and schedule to allow the Project to progress sequentially from one design milestone to the next. Stantec will track deliverable deadlines and allocate resources according to the schedule dates agreed upon by the City, Stantec, and any other relevant parties who are involved in the Project or review of Project deliverables. Project management will maintain an internal database to organize and manage City-provided data, historical information, meeting minutes/notes, drawings, specifications, reports, and all other pertinent data provided to or created by Stantec.

Stantec will also develop an internal Project Execution Plan (PXP) for Phase 2 to facilitate successful design delivery. As part of the Project's execution, Stantec will maintain Project action, decision and change, and risk logs. A monthly invoice will be provided to the City with a summary of Project progress during the invoice period. This summary will include a report of any activities that may result in scope changes, expansion, or deletion, as well as any activities that may alter the Project approach.

#### ***Deliverables:***

- Monthly Invoices and Progress Reports
- Change and Decision Log
- Risk Log
- Action Log

#### ***Assumptions:***

- The design portion of Phase 2 is anticipated to be 12 months, while the construction duration is expected to not exceed 36 months.

### ***Task 120: Progress Report Meetings***

Stantec will meet weekly with the City to discuss the Project's overall scope, schedule, budget, and technical items relevant to the Project's progression. Each biweekly progress meeting is anticipated to review major tasks currently in progress, actions, decisions, changes, or overall risks to the Project's design or construction. As part of this Task 120, Stantec will also highlight key technical design or construction progress to highlight items for City input or discussion. Discussion items will vary by meeting depending upon the Project's design or construction status.

Effort for additional meetings has been included within the other Phase 2 tasks.

#### ***Deliverables:***

- Meeting Agenda
- Meeting Notes

#### ***Assumptions:***

- Each meeting will be up to one hour in length with a maximum of three Stantec staff in attendance.
- Stantec has assumed 96 biweekly progress meetings. These meetings are anticipated to occur both throughout the design and construction phases of the project.
- Up to 4 design meetings will be held onsite; all other meetings under this Task 120 will be virtual (using Microsoft Teams). Other onsite construction meetings, or task specific site meetings, are included as part of other tasks.

## **TASK 200 – PROJECT SUPPORT SERVICES**

Stantec and its team of subconsultants will investigate the WS-4 site to provide additional characterization of existing conditions. The site investigation will include geotechnical investigation, and permitting support and will be split up into the following subtasks:

### ***Task 210: Subsurface Utility Locating***

Subsurface utility investigating (potholing) will be completed by the City with Stantec providing support to identify potential utilities near new infrastructure. Stantec will review existing record drawings and contact each utility to attain relevant record data, if available. These data relevant to potholing will be recorded on design base mapping by Stantec and provided to the City. A list of subsurface utility investigation locations (potholes) will be created for utilities that may be impacted.

#### ***Deliverables:***

- Potholing plan(s) to identify specific utility investigation locations. Up to three potholing plans will be provided.
- List of coordinates for each pothole location. These coordinates may be provided as a table on the potholing plan(s).

#### ***Assumptions:***

- The City will survey the exposed subsurface utilities and identify locations at the Project site using City-owned global positioning system (GPS) devices.
- The City will perform all potholing, backfilling, and repair of existing surfaces. Stantec's effort will be limited to reviewing record information and providing plan drawing(s) with a list of pothole coordinates.
- For all utilities identified, the City will record the depth to utility and diameter / material of pipe or conduits.
- City will survey the exposed subsurface utilities.
- Field verification of utilities will be completed in one site visit.
- Traffic control will be provided by the City, if required, for utility investigation efforts

### ***Task 220: Public Outreach***

Stantec will support the City by providing technical exhibits in the form of graphics and visualizations for public outreach, applicable Project websites, and council presentations. These exhibits are assumed to be directly related to Stantec's design, such as drawing exhibits, summaries of design intent, schematic design figures, or similar technical support materials, to convey technical information to either the general public or a specific department within the City.

***Deliverables:*** Deliverable type and quantity of deliverables will vary by public outreach effort needed. Deliverables will be subject to the assumptions for Task 220.

#### ***Assumptions:***

- In person attendance at council or other City meetings is not included
- Public support is limited to the hours for this Task as shown in the attached budget. This includes time to create exhibits or coordinate with the City regarding the exhibits or other public outreach items.

### ***Task 230: Arc Flash (ETAP) Investigation***

Stantec will visit the site to understand existing electrical equipment and will perform an Electrical Transient and Analysis Program (ETAP) study. The Task 230 effort will include the following four studies:

- Load flow analysis
- Short-circuit evaluation

- Protection device study
- Arc flash study

Stantec will develop models as required to fully evaluate the risks associated with the electrical system, as well as arc flash and mitigation efforts. The results of the site investigation, modeling, and related analysis will be documented in a report.

***Deliverables:***

- Arc Flash Summary and Findings Report; the report will identify assumptions, reference data, and documents. Results will be provided for each of the four studies
- Wherever applicable, ETAP reports will be provided to show the results in each bus level.
- Standard format of arc flash labels will be published in pdf format.

***Assumptions:***

- Utility contribution data should be provided for the facility, including three-phase and single-phase fault current data along with the X/R ratio.
- Single-line diagrams, equipment ratings, and impedance values will be provided by the City for existing electrical equipment.
- Cable schedule of existing 480V cables will be provided by the City
- Typical ETAP data will be used for motor loads where information is not provided.
- Field verification or photos may be required for equipment modeling. This will require the City to remove equipment covers so circuit breaker labels are visible.
- Any specific operating scenario or noncoincidental loads should be identified by the City.

***Task 240: Geotechnical Support***

Geotechnical services will be provided by Shannon & Willon and will support the preparation of detailed design development. Geotechnical services generally include additional field exploration, geotechnical analysis and design, and geotechnical review of Stantec design documents.

Specific activities to be provided include the following:

- Develop a laboratory testing program based on the results of the geotechnical boring. The testing is assumed to include three (3) moisture content determinations (per ASTM D2216) and three (3) fines content determinations (per ASTM D1140).
- Perform global stability analysis for one retaining wall configuration using a 2D limit equilibrium software such as Slope/W.
- Continue monitoring water levels from previously installed vibrating wire piezometer and monitoring for duration of design.
- Conduct supplemental engineering analysis for geotechnical design including settlement calculations, foundation analysis, and constructability review as information is developed and site configuration and loading is finalized.
- Update Phase 1 Geotechnical Data Report with additional groundwater level measurements.
- Update Phase 1 Geotechnical Engineering Report to include changes to the site layout and/or foundation loading and results of global stability analyses.

***Assumptions:***

- The proposed retaining walls will be located near the existing borings. If the proposed retaining walls are not in close proximity to the existing borings when the site layout is finalized an additional boring will be proposed. An additional boring is not included in the current Scope of Work but can be added using the Phase 2 Contingency.
- No contamination will be encountered, and soils can be disposed of at site that accepts clean fill.
- Any permit fees required by drilling will be paid by others.
- Groundwater monitoring will be performed using existing vibrating wire piezometer to inform excavation and dewatering requirements. Two additional readings will be collected, one during the wet season and one during the dry season, as the Project schedule allows.

- New structures will be designed to meet International Building Code 2021 and ASCE 7-16 seismic codes.
- Decommissioning of the existing vibrating wire piezometer will be performed by the contractor during construction.
- A code-based seismic design spectrum will be provided. A site-specific response spectra, which is typically required when liquifiable soils are present and building structures have a long natural period, will not be required to support the Project's seismic requirements.

***Deliverables:***

- Updated draft and final Geotechnical Data Report
- Updated draft and final Geotechnical Engineering Report

***Task 250: Land Use Planning and Support***

Stantec and its subcontractors will prepare the necessary submittal material for a 90-day Streamline Type II Site Plan Review application to the City of Vancouver pursuant to the Pre-Application Conference Report and City of Vancouver Municipal Code. Provided below is the scope for the submittal:

- Prepare an Existing Conditions Plan based on survey data provided by the City of Vancouver; this plan will meet City of Vancouver submittal checklist requirements.
- Prepare a Site Plan in accordance with City of Vancouver submittal checklist requirements.
- Prepare and compile material for a Type II Site Plan Review submittal to the City of Vancouver. These components are as follows:
  - Existing Conditions Plans and Site Plan (as indicated above in this Task 250).
  - Application forms
  - Pre-Application Conference summary
  - Developer's GIS packet
  - Narrative describing the proposal and how compliance with applicable zoning code standards are being met
  - SEPA environmental checklist
  - Quarter section map and mailing labels for all properties within 500 feet of the site as provided by a Title Company.
  - 90% Civil Engineering Plans
  - Stormwater Report
  - Archaeological Pre-determination Report (provided by City)
  - Geotechnical Soils Report
  - Critical Area Report and Mitigation Plan
  - Preliminary Landscape and Level V Tree Plan
  - Arborist Report (provided by City)
  - Architectural Plans and Elevations
  - City of Vancouver Industrial Pretreatment Information Form
- Review the Type II Site Plan Review Staff Report and Decision and conditions of approval.

Additionally, for Oregon White Oak Mitigation, Stantec's team will coordinate mitigation options, including onsite, offsite, and/or mitigation banks to meet the Oregon white oak mitigation requirements. If offsite options are preferred, Stantec's team will coordinate with City staff to review options, conduct field visits, support the offsite selection process, and prepare an existing conditions memorandum for the selected offsite locations.

Additional effort to be provided includes:

- Coordinate and negotiate the preferred mitigation proposal with Washington Department of Fish and Wildlife (WDFW) in advance of final selections to get early buy-in on the approach.
- Coordinate and attend a site visit to review impacts and mitigation with WDFW.
- Prepare both a preliminary and final mitigation plan. The plan may include a combination of onsite, offsite, and/or bank mitigation.

- Provide support (including during construction) related to oak impacts and mitigation site development. This support is assumed to be 8 hours.

### ***Deliverables***

- 90-day Streamline Type II Site Plan Review application package
- Preliminary and final Oregon white oak mitigation plan

### ***Assumptions:***

- Stantec will rely on information contained in the Arborist Report and Archaeological Pre-determination Report previously provided by the City.
- A representative from the City of Vancouver with signatory authority for the City will sign the application form as both Applicant and Owner.
- The City will sign the SEPA Environmental Checklist.
- The Primary Contact for the 90-day Streamline Type II Site Plan Review will be the City's project manager.
- The City will submit the application via the City's ePlans and fees paid via City Transfer Funds.
- Up to three offsite locations will be visited and reviewed. Up to two days of fieldwork are included for these visits. If additional studies within the selected sites are required, a change order will be needed.
- The mitigation plan will not change substantially after submittal to the City. Substantial changes and requests made during the City's land use review process will require a change order.
- Mitigation implementation, monitoring, maintenance, and reporting is not included in this phase.
- City to provide:
  - Arborist Report
  - Archaeological Pre-determination Report
- City will pay title company fees.

### ***Task 260: Hydraulic System Modeling***

Stantec will develop a model to analyze WS-4 hydraulics from the well pumps through piping changes and PFAS treatment to the air-strippers. The model will evaluate proposed infrastructure and its impact both on new and existing conveyance infrastructure from the Vancouver WS-4 wells. The model will help inform the detailed design, allowing the design team to consider pressure losses, pipe sizes, pipe configurations and pump selection. Stantec will examine various piping configurations as well as the locations and sizing of related infrastructure. Stantec will evaluate up to three hydraulic modeling scenarios.

These scenarios, general modeling methodology, a description of scenarios, modeling results, and potential impacts on design will be documented in a draft technical memorandum. After receiving City comments and feedback, Stantec will revise the model and provide a final technical memorandum to the City. The memorandum will provide a recommendation for optimizing the system hydraulically. As part of different tasks, Stantec will continue to use the model results in combination with other design considerations, such as cost, site layout, and process constraints, to advance the design through the design milestones included within this Scope of Work.

### ***Deliverables:***

- Draft hydraulic modeling memorandum
- Final hydraulic modeling memorandum

### ***Assumptions:***

- It is expected that the model will evaluate the new conditions from well head to air stripper. Other infrastructure related to the hydraulics will be existing and based on City-provided record data.
- The model will be developed using AFT Fathom software.
- Hydraulic assumptions will be developed based on industry-accepted coefficients and hydraulic standards with Stantec altering configurations to analyze the specifics of the Vancouver WS-4 wells.

### ***Task 270: Control System, Communications, Electronic Security, Tagging Planning***

Plan SCADA upgrades to the Water Station 4 Remote Telemetry Unit (RTU) site network and control panels for existing facilities. Perform a coordinated field investigation including Jacobs and the City. Plan asset management and tagging for the Project. Plan electronic security network and coordinated SCADA upgrades.

#### ***Deliverables:***

- Site Trip Report
- Draft Task Technical Memorandum
- Final Task Technical memorandum

#### ***Assumptions:***

- One site visit
- Three workshops
- Consultant to design upgrades to the site network and control panels for existing facilities under this task and Task 300
- City to upgrade the Internet Service Provider with the project.
- Asset management and tagging to also be incorporated in plans and specs.
- Panels will be designed by Stantec and integration will be completed by Jacobs & City Scada staff.
- This task applies to the WS-4 RTU and the associated control panel at the operations center only, not other smaller / individual equipment panels at WS-4.

## **TASK 300 – DETAILED DESIGN**

The purpose of this task is to progress concepts developed in the preliminary design phase, developing detailed design documents to allow contractors to bid and construct the WS-4 facility. It is expected that three formal design stages with formal deliverables will be required: 60%, 90% and Final (100%) Design. After the 60% and 90% design stage, the City will review each deliverable to provide comments and feedback on the design. Stantec will lead a workshop after 60% and 90% design to discuss City comments and confirm design direction

Stantec will also submit a detailed design package after Final Design to the Washington Department of Health (DOH) for their review in addition to other relevant permitting agencies, such as the City of Vancouver Building and Construction, Clark County Building, and local fire and department. The General Contractor will be responsible for acquiring trade construction contractor permits and construction-related NPDES permits.

### ***Task 310: Preliminary Engineering Report Finalization***

Task 310 is a continuation of Phase 1 activities. Specifically, Stantec will respond to DOH comments from the Preliminary Engineering Report issued as part of Phase 1. Stantec has included effort to both meet with DOH to discuss comments and respond to comments received via a revised (final) version of the Preliminary Engineering Report. The approval of DOH is a required milestone for overall Project approval. Task 310 effort includes edits to the Preliminary Engineering Report and communication with DOH.

#### ***Deliverables:***

- Final Preliminary Engineering Report, which will be provided to City and submitted to DOH.
- Meeting minutes from DOH comment review meeting.

#### ***Assumptions:***

- One meeting with DOH is required. Meeting duration is assumed to be 2 hours with three Stantec staff in attendance.

- DOH comments will be responded to via one resubmittal of the Preliminary Engineering Report. No additional submittals to DOH are expected for this Report.

### ***Task 320: 60% Design***

The 60% design will progress the concepts developed throughout Phase 1 as documented in the final version of the Preliminary Engineer Report. Initial layout of the WS-4 facility will also follow the conceptual design layout provided as part of Stantec's Phase 1 services.

### ***60% General Design***

General design elements depict high-level design requirements and criteria for the Project. The general design documents require input from all disciplines. Expected general discipline efforts for the 60% design phase are as follows:

- Update 30% drawings to include detailed design criteria, site plan, drawing list, abbreviations, system hydraulics, and other general project drawing information.
- Prepare detailed process flow diagram.
- Prepare list of specifications.
- Determine overall Project and construction constraints.
- Progress overall site BIM/CAD model(s).

Under this Task, Stantec will update City-provided Division 00 and create Division 01 specifications.

### ***60% Process Mechanical Design***

Process mechanical design components generally include the design of the treatment processes, in addition to the mechanical equipment, piping, valves, related details, and associated specifications required for the Project. Expected process mechanical discipline efforts for the 60% design phase are as follows.

- Perform process design calculations for major equipment and systems.
- Determine major equipment sizing and pipe sizing calculations.
- Evaluate equipment and spacing layouts.
- Develop PFAS treatment system design specific components.
- Develop backwash waste tank system design, including design for backwash waste discharge and settled fines handling systems.
- Develop pumping improvement design requirements and coordinate with manufacturer.
- Refine and finalize system overall hydraulics, as well any applicable subsystems.
- Coordinate with I&C for control description development, I/O and instrumentation list development, and process portions of P&IDs, including tag numbers.
- Select and size control valves and all other valves.
- Prepare process piping schedules.
- Prepare detailed process mechanical drawings.
- Prepare process mechanical specifications and equipment schedules. Coordinate with coating, package control systems, and electric motor specifications.
- Define process startup requirements.

### ***60% Civil Design***

Yard piping includes all required yard piping to connect the existing system with the new PFAS treatment facility, as well as backwash waste connection to the existing sewer system. The yard piping design will incorporate design input from utility locating and geotechnical design efforts as available. Expected yard piping discipline efforts for the 60% design phase are as follows:

- Prepare Site Utility Plans
- Layout process piping (raw water, GAC treated water, and backwash waste), and building service piping (water, fire protection, natural gas, sewer)

- Determine piping connection points
- Develop horizontal and vertical alignment of these systems
- Prepare yard piping details
- Prepare specifications for yard piping/utilities, as applicable
- Size stormwater BMP's related to treatment and disposal of runoff using Washington State Department of Ecology's (WSDOE) Western Washington Hydraulic Model program. Results to be included in the Technical Information Report (TIR) as required by City of Vancouver Code.
- Hydraulic model of conveyance system to be developed and results included in the TIR.
- TIR to be prepared detailing how Minimum Requirements 1 to 9 will be met for the project. TIR to cover all stormwater elements as detailed by the City's Stormwater Manual and required by City of Vancouver Code.
- Prepare a detailed stormwater plan detailing how the stormwater runoff will be collected, conveyed and treated in accordance with City of Vancouver Code.
- Prepare a Grading and Erosion Control Plan.
- Prepare an Elevations Plan.
- Prepare Signing and Striping Plan.
- Prepare a Fire Response Plan.
- Prepare a sight distance certification letter.
- Prepare retaining wall profiles.
- Civil coordination for the design of retaining walls.
- Apply for NPDES stormwater permit from WSDOE if area disturbed is over 1 acre.
- Prepare Stormwater Pollution Prevention Plan (SWPPP).

### ***60% Landscape Architecture***

Landscape architectural design will be completed with design drawings and specifications integrated into a single design package. The following documents will be developed as part of the 60% design effort:

- Prepare a 60% Landscape and Level V Tree Plan.
- Prepare 60% landscape and irrigation performance specifications.
- Prepare 60% landscape and irrigation construction details.

### ***60% Instrumentation and Control Design***

Instrumentation and Control (I&C) design components generally include communications and network requirements, system controls infrastructure and hierarchy, process control narratives, process monitoring requirements, related details, and associated specifications. Expected Instrumentation and Control discipline efforts for the 60% design phase are as follows:

- Draft control narratives and initiate control strategy specifications.
- Prepare control system specifications, including instrument component specifications or instrument data sheets.
- Size and select instruments.
- Develop preliminary instrument list.
- Develop preliminary I/O List.
- Develop equipment and package control systems guidance that defines controls, operator interfaces, instrument, and I/O requirements.
- Progress P&ID drawings, including loop numbers, instrumentation, and I/O.
- Develop control system block diagram.
- Prepare installation details.
- Review and provide input on actuator, adjustable speed drive, equipment, electrical, and package control system specifications.
- Incorporate telephone, data, access control, intrusion detection, CCTV, if applicable.
- Prepare loop descriptions.
- Develop access control for the building and site entrance and electronic security plan.



### **60% Electrical Design**

Electrical design components generally include electrical distribution infrastructure and equipment to support new buildings, processes, and equipment. Expected Electrical discipline efforts for the 60% design phase are as follows:

- Develop site electrical infrastructure and associated connections to facility transformers and other equipment.
- Prepare power supply and distribution load calculations.
- Prepare single-line diagrams.
- Develop electrical equipment space requirements.
- Determine locations and layout of outdoor electrical equipment, such as duct banks/conduits (major runs, manholes, handholes, etc.).
- Identify routing methods for electrical conduit and trays interior to buildings.
- Determine equipment, if any, requiring uninterruptible power supplies (UPS) and locations of UPS equipment.
- Develop lighting design concepts, including luminary types and lighting plan layout.
- Develop electrical specifications and calculations (panel ampacity, etc.).
- Prepare electrical grounding plans, and control diagrams.
- Provide hazardous area definition plans and requirements, as applicable.
- Draft electrical schedules and standard details.

### **60% Architectural Design**

Architectural design components generally include the evaluation and incorporate of building code requirements and building architectural design. Expected Architectural discipline efforts for the 60% design phase are as follows:

- Prepare code analysis for the Chemical Building.
- Determine life safety requirements including egress, fire suppression, and smoke control, as applicable.
- Develop interior design concepts.
- Prepare floor plans, building elevations, floor plans, ceiling plans, and roof plans.
- Develop major building and/or wall sections to define the vertical relationship of all building elements.
- Coordinate with Structural, Building mechanical, Electrical, Process piping and equipment for key Architectural design elements.
- Draft specifications, specification schedules, and coordinate with drawings for architectural building features, including doors, windows, louvers, signage, finishes, fire extinguishers, and other architectural appurtenances/details. One bathroom will be provided in the Chemical Building.

### **60% Structural Design**

Structural design components generally include the evaluation of geotechnical constraints, building code requirements, local site conditions, and building requirements to properly house equipment. Calculations and structural building plans, details, and specifications will be prepared to meet all code requirements and expected design loads, at the 60% design level the in-progress calculations will not be delivered for review. Expected Structural discipline efforts for the 60% design phase are as follows:

- Prepare foundation plan(s) and sections for buildings, equipment, and pipe supports.
- Prepare framing plans, details and building sections of all floor levels and roof.
- Prepare exterior and interior elevation drawings to show shear wall openings, or brace locations, as applicable.
- Prepare selected connection detail drawings.
- Provide structural design requirements of retaining wall.
- Indicate slab depression(s) and/or slope(s) required for sumps, trenches, etc.
- Prepare structural specifications.

## **60% Building Mechanical Design**

Building design components generally include the detailing and design of heating, ventilation, and air condition (HVAC), plumbing and fire suppression systems. Expected Building Mechanical discipline efforts for the 60% design phase are as follows:

- General:
  - Draft the location of the major equipment identified on general arrangement drawings. Size of equipment rooms will be coordinated with the Project's Architect.
  - Develop plans, sections and details for HVAC, plumbing, and fire suppression systems.
  - Develop specifications for utility systems including piping, insulation, ductwork, etc.
- HVAC:
  - Determine minimum air change rates based on governing codes, agency, local requirements, and design guides.
  - Develop HVAC drawings with ductwork and pipe routing.
  - Prepare air flow schematics; these will indicate major equipment and show the air flow balance to meet ventilation and pressurization requirements.
  - Determine ventilation system to be used in process buildings (e.g., inlet air tempered with both inlet and outlet fans, simple exhaust fan system).
  - Confirm contaminants of exhaust stream and ensure segregation of streams as required. Based on the exhaust systems identified and the air discharge requirements, determine the requirements for safe discharge.
  - Determine HVAC control system approach and level of communication/control.
  - Identify fuel (e.g., gas, oil, or other fuel) for heating buildings; identify local fuel storage requirements.
  - Determine utility requirements and cooling requirements for all process, mechanical, and HVAC equipment.
  - Develop design criteria for the utility systems including temperature, pressure, and filtration, for all systems.
  - Prepare HVAC schedules and data sheets for selected equipment.
  - Coordinate alarms with I&C and provide control schematic diagrams.
- Plumbing:
  - Determine locations of eyewashes/showers in coordination with process and code requirements. Water will be tempered.
  - Prepare site drawings showing sizing of water supply piping and process and/or sanitary drains.
  - Determine and prepare drawings showing necessary plumbing piping, equipment, and fixtures
  - Coordinate plumbing piping with building design and process piping and equipment requirements.
- Fire Suppression:
  - Develop drawings by sizing main water pipe and identifying the location of fire riser. Clearly show the areas needing fire suppression system and the type of fire suppression system in accordance with national and local codes and fire department requirements.
  - Develop performance specification for fire suppression system in accordance with code and local building department requirements.
  - Coordinate fire suppression system with plumbing, civil and facility controls (including SCADA), as necessary.

### **Deliverables:**

- 60% design drawings in PDF format.
- 60% design specifications in PDF format.

### **Assumptions:**

- Design criteria, decisions, and assumptions documented in Phase 1 will be used for the development of 60% design documents.

- HVAC controls will be delegated design to HVAC contractor. Detailed controls drawings, wiring diagrams, I/O list etc. to be provided by the HVAC controls contractor.
- Fire suppression will be performance specifications. Detailed design and stamped drawings to be provided by fire protection construction subcontractor.

### ***Task 330: 90% Design***

The 90% Design phase will include major progression from the 60% design with direction from the 60% review workshop (see Task 390) and City-provided comments. The 90% Design submittal will progress the design to be substantially complete. This submittal will include the complete set of drawings and specifications expected for the Project; an updated drawing list of 299 drawings has been included as Attachment B. No new drawings and/or specification sections by Stantec will be expected after this stage. City comments on the previous submittal and interim checks will have been resolved, addressed and/or incorporated in this submittal.

After the 90% design phase is complete, the Project's design is essentially finished except for City and regulatory final review and associated comment incorporation. During the 90% design phase, all disciplines will be developed such that all design documents are finalized in order to support deliverables or be provided as final deliverables.

#### ***Deliverables:***

- 90% design drawings in PDF format.
- 90% design specifications in PDF format.

***Assumptions:*** 60% design comments from the City will be incorporated into 90% design documents.

### ***Task 340: Final (100%) Design***

Following receipt of City review comments on the 90% Design submittal, Stantec will prepare and submit 100% Design documents. It is not anticipated that additional design elements will be identified or incorporated between 90% and 100% Design, rather this deliverable is intended to include final review comments and minor annotative clarification for bidding and construction clarity and accuracy. The Final Design will be submitted for agency review.

#### ***Deliverables:***

- Final (100%) Design drawings in PDF format and CAD/BIM format. Drawings will be stamped by a Professional Engineer registered in the State of Washington.
- Final (100%) design specifications in PDF format and CAD/BIM format. Specification set will be stamped by a Professional Engineer registered in the State of Washington.

### ***Task 350: Design Management***

Stantec has included effort as part of this Scope Work for management of the multiple Stantec disciplines and Stantec' subconsultants. The effort under this Task 350 includes efforts for the Project Technical Lead to coordinate with technical staff to ensure design consistency and adherence to this specific Project's design and overall Stantec design standards. Task 350 efforts will allow Stantec to maintain quality, schedule, and manage resources for successful project execution.

Under this Task 350, Stantec will verify that the design is compliant with City standards and requests. The Project Technical Lead and Project Manager will track Project changes and decisions to be communicated to the City at regular progress meetings (see Task 120). This Task 350 will also allow for the tracking of Client comments any changes in Scope and/or budget. Tracking the design from each discipline is critical for maintaining overall design consistency and avoiding design disconnects between Stantec disciplines, subcontractors, and the City.

Stantec will maintain an equipment list, specification list, and drawing list under this task. Stantec will allocate an experienced designer for CAD/BIM management and CAD/BIM standard reviews of this Project.

### ***Task 360: Quality Control***

Stantec will perform internal technical review prior to submittal to the City, per its Quality Management Plan and Stantec's corporate standards. Stantec's Engineers of Record will review all deliverables and critical calculations prior to sending for internal independent reviews by a qualified senior engineer or technician. In addition, all documents requiring multiple disciplines will be reviewed for interdisciplinary coordination. All Stantec reviews will have documentation formalizing the review, any comments as well as documenting the adjudication of comments. Only upon the completion of this level of quality control will deliverables be sent to the City or permitting agencies for review. City and other review comments will be addressed, formally responded to, and documented.

### ***Task 370: Permitting Support***

Stantec will work with the City to identify necessary design phase permits for activities related to the Project and detail the requirements for application for the permits, permit deadlines, contact persons, and processing time. Stantec will evaluate the need for new permits, modifications to existing City permits, and requirements for permit issuance. For each applicable permit, Stantec will determine the permit application requirements and deadline(s). Stantec will also determine associated costs and requirements for construction, operating, and the schedule to obtain the permit.

Findings from this Task 370 will be documented in a Technical Memorandum (TM). The TM will summarize the evaluation process and serve as a reference guide for the authority and jurisdiction of the issuing agency, likely permit requirements, costs, application needs, and schedule impacts anticipated to construct the Project. Stantec will review and respond to the agency design review comments formally as part of this task. Responses to agency review comments and changes based on these comments will be provided in the Bid Documents (per Task 510). This task includes supporting the City with obtaining a permit to discharge treatment wastes to the sanitary sewer system and support from the design team in meetings with City water staff to prepare for external meetings with permitting agencies.

#### **Deliverables:**

- Draft and permitting TM with a table of the permits, technical deliverables required, contact person from the permitting authority, estimated schedule, and permit fees. The memorandum will be finalized upon City review.

#### ***Assumptions:***

- The draft TM will be provided to the City for review during the 60% design phase.
- The City will pay all permit fees.
- Agency coordination is assumed to take 80 hours.
- No more than 12 meetings are required, and each meeting will take a maximum of 1 hour.
- This effort assumes agency design review comments will be incorporated into the Bid Documents per Task 510.
- Water right permitting is not required.
- Additional wetland / critical buffer site survey is not required.
- Inadvertent Discovery Plan is not required.
- Historic building / structure documentation is not required.
- Archeological Resources Monitoring Plan is not required.
- Washington State Archaeological Site Inventory Forms are not required.
- City will obtain building permit and pay for fees directly through City Transfer funds. It is assumed that a building permit application would be submitted following Final (100%) Design, prior to going out for bid.
- Stantec will support the City in obtaining a building permit by providing design documents (i.e., design drawing plans) and application forms related to the design as requested by the City.

### **Task 380: Internal Design Meetings**

Under this Task 380, Stantec will meet weekly with all discipline leads and subconsultants, as required, to progress the design and discuss/coordinate design requirements.

#### **Assumptions:**

- A weekly meeting will be required throughout the 12-month detailed design period.
- All discipline leads, the Project Manager, and Project Technical Lead will attend each internal design meeting. Subcontractors will attend when relevant.

### **Task 390: Review Workshops**

Stantec will hold a 60% design workshop following the completion of the 60% design document submittal. The intent of this workshop is to review the progress of the design, provide a forum for City staff to provide feedback on design progress and changed items since 30% and previous design review checks along with a forum for collaboration and design change/decision documentation.

Stantec will also hold a review workshop with City Staff at the end of the City's review of the 90% Design submittal. This workshop will be held to discuss staff review comments, clarify elements in the submittal as needed, and confirm approach to allow the report to be finalized.

In addition, Stantec may review the design progression at each regular meeting with the City including walkthroughs of 3D and design models as they progress, design issues that have risen since previous discussions, clarifications and other design challenges and decisions.

#### **Assumptions:**

- Three Stantec staff will be in-person for the 60% review workshop and 90% review workshop for the entire meeting, plus discipline leads will be involved as needed virtually.
- The 60% and 90% workshops are assumed to take approximately 4-hours per session.
- The City will provide sufficient staff for the various discipline areas to provide adequate review of the design progression.
- These workshops will be attended both virtually and in-person at the City conference room.

#### **Deliverables:**

- 60% design workshop minutes and agenda (following Task 320).
- 90% design workshop minutes and agenda (following Task 330).
- City comment and comment response log. The comment response log will include combined City comments provided on design documents (specification and drawings) and provided at each review workshop. The comment and response log will be delivered to the City both after the 60% and 90% workshop.

## **TASK 400 – COST ESTIMATION**

Stantec will provide an opinion of probable construction cost (OPCC) following the 60%, 90%, and 100% design submittals. The 100% OPCC will be the engineer's estimate for comparison to the Project's construction bids.

#### **Deliverables:**

- After 60% design, a Class 3 OPCC will be prepared in accordance with Association for the Advancement of Cost Engineering (AACE) standards.
- After 90% design, a Class 2 OPCC will be prepared in accordance with AACE standards.
- After Final (100%) design, a revised Class 2 OPCC will be prepared in accordance with AACE standards. This OPCC will be the engineer's estimate for comparison to project construction bids.
- The City acknowledges that Consultant has no control over cost of labor, materials, competitive bidding environment and procedures, unidentified field conditions, financial and/or market conditions,

or any other factors likely to affect the OPCC of this project, all of which are and will unavoidably remain in a state of change, especially in light of the high volatility of the market and other market events beyond the control of the parties. The City further acknowledges that this OPCC is a 'snapshot in time' and that the reliability of the OPCC will degrade over time. The City agrees that the Consultant cannot and does not make any warranty, promise, guarantee or representation, either express or implied that proposal, bids, project costs, or cost of O&M functions will not vary significantly from Consultant's good faith OPCCs.

## **TASK 500 – BIDDING SERVICES**

The intent of the bid period services is to provide engineering support to the City to issue requests for bids, support the bidding process and review contractor bids. Stantec will assist the City in technical aspects of bidding and award. Specific services to be provided are as follows:

Stantec will make technical plans and specifications available to the City in the form of electronic PDF files. It is anticipated that the City will manage distribution of bid solicitations to prospective bidders.

### ***Task 510: Bid Documents***

Stantec will provide a compiled package of all documents used for bidding to allow the City to request bids from qualified Contractors. The bid documents will include responses to agency review comments.

#### ***Deliverables:***

- Single compiled package of all design deliverables required for bidding.

#### ***Assumptions:***

- It is assumed that no edits to the Final (100%) Drawings will occur as part of Task 510.
- Stantec will compile and organize Final (100%) Drawings to allow for City to issue to prospective bidders.

### ***Task 520: Pre-Bid Conference***

Stantec will attend a pre-bid conference and prepare a concise summary presentation of Project work elements. Stantec will prepare and distribute minutes of the meetings. The City will review meeting minutes and provide feedback.

#### ***Deliverables:***

- Meeting minutes from Pre-Bid Conference

#### ***Assumptions:***

- Three Stantec staff will attend the Pre-Bid Conference.

### ***Task 530: Bidders Questions and Addenda***

Stantec will answer questions and provide overall support to the City during the bidding period. All questions will be documented and answered in writing on a standard Project Information Request Form. It is assumed that this process will be overseen and managed by the City and that the City will maintain the Plan Holders List.

#### ***Deliverables:***

- Formal response to bidders' questions. All responses will be compiled and issued (electronic format) with Project addenda to the City for review and distribution.

**Assumptions:**

- The number of questions is not expected to exceed 25, and level of effort per question is assumed to be approximately two hours per bidder question.
- Stantec will provide up to 3 addenda to incorporate additional permitting or technical design requirements received during the bid period. Only select disciplines are assumed to require an addendum.

**Task 540: Bid Review**

Stantec will attend the package bid openings conducted by the City. Stantec will perform a general conformance review of the two apparent low bidders.

**Deliverables:**

- Stantec will provide a bid review letter for City use in determining bid responsiveness and recommendation for award.

**Task 550: Conformed Documents**

Stantec will provide a conformed (Issued for Construction) document package to issue to the awarded bidder. This will be a single set of drawings and specifications to incorporate all addenda and anything that may have impacted the content of the design documents during bidding.

**Deliverables:**

- Conformed drawings to be Issued for Construction.
- Conformed specifications to be Issued for Construction.

**TASK 600 – SRF FUNDING SUPPORT**

This Project requires compliance with both state and federal funding requirements. Phase 2 activities will track funding and compliance requirements identified and documented during Phase 1 of the Project. Compliance requirements are expected to be relevant through both the design and construction portion of the Project. Project technical documents will need to be adherent to both state and federal requirements, while these requirements must be monitored, and documentation submitted throughout the duration of construction.

The following describes Stantec activities required throughout Phase 2; it is assumed that Phase 2 compliance efforts will be in accordance with the SRF Compliance Summary Technical Memorandum provided during Phase 1:

**Bidding and Solicitation Requirements:**

- Review, prior to solicitation, that bid packages contain all required federal and state language and documentation that inform bidders of the role SRF requirements will play in project delivery.
- Review bid packages for conformance with the 6 Good Faith Efforts during solicitation, including efforts made to reach Disadvantaged Business Enterprises as potential bidders.
- Monitor that Davis-Bacon wage determination contained in the solicitation remains current through bidding and contract award.

**American Iron and Steel (AIS) or Build America Buy America (BABA):**

- Though the category of either AIS or BABA domestic preference to be followed will be known only at loan closing, Stantec is familiar with both regulations and will assist the Vancouver team and its Contractor on the procurement requirements.
- Aid in the development of either an AIS or BABA tracking log using Microsoft Excel
- Review content that all corresponding manufacturer certification letters must contain to be considered compliant/valid.
- Monitoring project progress to ensure that all installed AIS/BABA materials have a certification letter provide by the Contractor/Subcontractor.

#### Davis-Bacon:

- Once the Project begins construction, Stantec will assist the City with reviews of payrolls that must arrive weekly from the selected contractors and subcontractors, demonstrating compliance with the Project's Davis-Bacon wage determination.
- If payroll issues arise, such as underpays or misclassifications, Stantec will help the City identify steps to reach a compliant resolution.

#### City Support Activities:

- Review quarterly, annual, and miscellaneous reports due to the funding agency.
- Support the City with auditing requirements.
- Supporting the development of each report throughout the loan duration to ensure they are submitted accurately and on time.
- Review signage materials that must be prominently placed at all construction sites
- Host meetings with the City and Contractor staff at Project outset to provide an overview of all above-mentioned compliance requirements and assign responsibilities to ensure each project is compliantly delivered.

#### ***Deliverables:***

- Requirements listed under this Task 600 will be provided within the Contract documents by Stantec. No separate deliverable is required by Stantec for these requirements.
- Compliance tracking log(s) for all items listed under this Task 600.

#### ***Assumptions:***

- Stantec has not included any effort for compliance to historical or cultural requirements that may be identified other than documentation for SRF loan program requirements. These services can be added as an additional service (see Task 800).
- Stantec has assumed hours in the budget to support the City during the design and bidding phases for meeting the requirements listed above. These hours are inclusive of meetings.

## **TASK 700 – ENGINEERING SERVICES DURING CONSTRUCTION**

Stantec will provide engineering services during construction (ESDC) services to review that items, materials, and equipment provided by the Contractor are in conformance with the Contract Design Documents (drawings and specifications). Stantec will also review changes and respond to any Requests for Information by the Contractor. To maintain and manage the documentation and information provided by the Contractor, Stantec will maintain an electronic system to manage and control construction documents provided by the Contractor, Stantec, and the City. Additionally, Stantec will provide other technical support related to construction and as-built conditions, including the provision of startup support, record drawings, and operations and maintenance documentation.

#### ***Assumptions:***

- Stantec will be the main contact for all Contractor RFIs, submittals, and change orders.
- The Project construction will start in March 2026 and will reach substantial completion by May 2028.
- Stantec's review of documentation provided by the Contractor is to check for general compliance with the Contract Documents. Stantec assumes no responsibility for any deviations to the Contract Documents and does not provide any construction guarantees or approval of Contractor means and methods. Stantec's review shall not relieve the Contractor from its responsibility for performance in accordance with the Contract, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.
- Stantec will address Lock Out-Tag Out (LOTO) procedures in the construction documents. Stantec will review LOTO plans from construction contractor.



### ***Task 710: Construction Document Management and Controls***

Stantec will establish a system and set of procedures for managing, tracking and storing all relevant documents between the Contractor, Stantec and the City produced during the Bid/Award, Construction, Startup and Closeout phases of the project. Stantec will, in coordination with the City, maintain any City required hard copy records, suitably organized, of relevant documentation. Stantec will log and track all relevant correspondence and documents. Stantec will assist the City in monitoring all outstanding decisions, approvals or responses required from the City.

If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with the City and Contractor jointly develop such protocols for transmittals between and among the City, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

#### ***Deliverables:***

- Document tracking log
- Records furnished in hard copies, as requested by the City

#### ***Assumptions:***

- Documents will be submitted in electronic 'pdf' format unless otherwise noted in the Contract for Construction.
- Microsoft SharePoint or ProjectWise will be used for document management during construction.

### ***Task 720: Review of Shop Drawings, Samples, and Schedule***

Stantec will coordinate with the respective Discipline Engineer of Record for the reviews of the Contractor's shop drawings, samples, and other submittals. Stantec will log and track all shop drawings, samples and submittals.

Stantec and design team's review of all shop drawings, samples and submittals shall be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Stantec's scope shall be based upon the scope of work in the contract for construction and shall include a maximum of two submissions by the Contractor for each shop drawing, sample or submission. Should there be additional reviews required of Stantec and design team, Stantec shall be entitled to additional compensation. Stantec will assist the City in reviewing and responding to the Contractor's requests for substitution of materials and equipment. Stantec and design team will review such requests and will advise the City as to the acceptability of such substitutions.

Stantec will review the Contractor's construction schedule and verify that it is consistent with the requirements of the contract for construction. Stantec will advise the Contractor of any areas where the schedule is not in compliance with the contract for construction. Stantec will provide comments to the City to assist the City in approving, accepting or taking other action on the contractor's schedule, in accordance with the Contract for Construction.

Stantec will obtain from the Contractor a proposed shop drawing and submittal schedule, which shall identify all shop drawings, samples and submittals required by the contract for construction, along with the anticipated dates for submission.

Stantec will review the Contractor's periodic schedule updates or other schedule submissions. Stantec will advise the Contractor if the updates or other submissions are not in accordance with the contract for construction. Stantec will provide comments to the City regarding the updates or other submissions.

Stantec will review information submitted by the Contractor regarding the effect of proposed or issued Change Orders upon the construction schedule, duration and completion date. Stantec will advise the City as to the potential impact of proposed or issued Change Orders. Stantec will assist the City in discussions with the Contractor concerning the potential impact of proposed or issued Change Orders.

***Deliverables:***

- Shop drawing, material and sample tracking log
- Submittal review comments
- Schedule review comments, baseline and periodic

***Assumptions:***

- Submittals will be issued for technical review and require a response. Initial and subsequent submittal reviews will be completed within the labor hour estimate listed in the budget.
- Up to 350 submittals and 250 resubmittals to be reviewed

***Task 730: Requests for Information***

Stantec will receive, log and provide written responses to the Contractor's request for information (RFI), interpretation or clarification of the contract documents or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to the City and Contractor that Engineer will not provide a decision or interpretation.

***Deliverables:***

- RFI tracking log
- RFI written response(s)

***Assumptions:***

- RFIs will be issued and require a response, within the total number of hours listed in the budget.
- Up to 260 RFIs to be reviewed

***Task 740: Construction Meetings***

Stantec engineering staff will attend one pre-construction conference with the Contractor to review the project communication, coordination and other procedures and discuss the Contractor's general work plan and requirements for the Project. Stantec will also attend period construction progress meetings.

***Deliverables:***

- None

***Assumptions:***

- Three consultant staff will attend a preconstruction conference.
- 30 site (monthly) visits by two staff at eight hours each.
- Up to two consultant staff will attend weekly 1-hour construction progress meetings. One staff in person and one virtual.

***Task 750: Construction Change Review***

Stantec will assist the City with the issuance of changes to the contract for construction. Stantec will receive and review the Contractor's response to the request for change and will obtain such further

information as is necessary to evaluate the basis for the Contractor's proposal. Stantec will assist the City with negotiations of the proposal and, upon approval by the City, prepare final change order documents for execution by the City and Contractor.

Stantec will review all Contractor-requested changes to the contract for construction. Stantec will make recommendations to the City regarding the acceptability of the Contractor's request and, upon approval of the City, assist the City in negotiations of the requested change. Upon agreement and approval, Stantec will prepare final change order documents.

Design and engineering services of Stantec to review Contractor initiated changes and to prepare drawings and specifications for issuance to the Contractor shall be considered as Additional Services, entitling Stantec to additional compensation.

***Deliverables:***

- Written review, comment and recommendation to City of Contractor's submitted claims, change orders, disputes and/or potential change orders
- Field Order(s) authorizing minor variations in the Work
- Up to 20 field orders to be developed

***Assumptions:***

- Change order status and reporting will be provided monthly or as otherwise requested by the City
- The City will have final authority for decisions and determinations on Contractors submitted claims and/or disputes
- Contractor will submit potential claims or requests, with review time limited by the budgeted hours for submitted claims and/or disputes
- Field Orders will be issued as needed for clarification, requiring the labor hours identified in the budget.

***Task 760: Records and Operation and Maintenance Documentation***

Stantec will coordinate with the Contractor for the submission of required records and manuals provided by equipment suppliers for operation and maintenance and for training of the City's staff by the Contractor.

***Deliverables:***

- Operation and maintenance manual meeting the requirements of the Contract for Construction, delivered in a bookmarked and searchable 'pdf' electronic file format
- Training records
- Records of carbon installed and quality

***Assumptions:***

- Contractor and its subcontractor(s) will provide redlines documenting updates and changes to the work, as further defined and required by the Construction Contract Documents.

***Task 770: Post-Construction and Startup Support***

Stantec will coordinate on preparation of a Plan of Operation to identify specific actions and related completion dates for startup and operation of the new facilities. Stantec will coordinate with and support the Contractor and the City with field activities and communication between the parties during the startup phase, as defined by the Contract for Construction.

Stantec will coordinate on providing supplemental instruction to the City's staff in the operation, maintenance and testing of the equipment provided under this Project.

Stantec will provide the following warranty performance review services during the one-year warranty period to assist the City in coordinating corrections of deficient equipment or construction:

- Participate in an end-of-warranty period inspection one month prior to completion of the warranty period and provide a letter identifying any deficiencies found and recommended actions.
- Make periodic visits to the site during the warranty period to monitor contract deficiencies in workmanship, materials or equipment and prepare correspondence informing the Contractor of such deficiencies.
- Provide periodic onsite observation during correction of the deficiencies.

***Deliverables:***

- End of warranty period inspection letter and deficiency list

***Assumptions:***

- Warranty period will be one year from date of substantial completion
- Deficiencies as identified will have a 45-day correction period, or as otherwise defined by the Contract for Construction
- Construction Contractor to prepare the initial plan for startup and commissioning

***Task 780: Record Drawings***

Stantec will coordinate the Contractor's submittal of as-built drawings of field markups 'redlines' and shall transmit these to the City. Stantec will meet with the Contractor as necessary to discuss the preparation and submittal of record drawings. Stantec will update the construction drawings using the redlines of the Contractor to represent construction record drawings and furnish to the City.

Stantec will prepare final record drawings that incorporate the following:

- Contract Clarifications
- Field Changes
- Change Orders
- Contractor supplied as-built drawings.

The Stantec will submit final record drawings. The submittal shall consist of electronic PDF files of 22" x 34" drawings. Hours for this task have been assumed in the budget. Levels of effort beyond these assumptions shall be authorized in writing as Unanticipated Services.

***Deliverables:***

- Contractor's as-built drawings in electronic 'pdf' format
- Stantec record drawings of actual construction in electronic 'pdf' and AutoCAD 'dwg' format(s)

***Assumptions:***

- Contractor and its subcontractor(s) will provide redlines documenting updates and changes to the work, as further defined and required by the Construction Contract Documents
- Stantec is not responsible for verifying the accuracy or completeness of the as-built information, topographic surveys or redline markups supplied by Contractor.

***Task 790: Review Contractor's Completion Documents***

Stantec will assist the City in closing out the Contract for Construction and commencement of the City's use of the completed work. Stantec will assist the City in issuing documents for substantial completion, final completion and acceptance of the work.

Stantec will assist the City with inspections at substantial and final completion, in accordance with the Contract for Construction. Stantec will prepare up to two (2) separate punch lists of items requiring

completion or correction. Stantec will make recommendations to the City regarding acceptance of the work based upon the results of the final inspection.

Stantec will coordinate with the Contractor for the submission of required warranties, guarantees, lien releases and other similar documents as required by the Contract for Construction. Stantec will coordinate with the Design Team to verify and advise the City as to the acceptability and compliance of these documents with the contract for construction. Stantec will advise the City on final payment, release of retention, and release of insurance and bonds.

***Deliverables:***

- Project punch list
- Notice of Substantial Completion
- Notice of Final Completion
- Recommendation to City for final payment, and/or release (full or partial) of retainage

***Assumptions:***

Deficiencies as identified will have a 45-day correction period, or as otherwise defined by the Contract for Construction

**TASK 800 – PHASE 2 CONTINGENCY**

Stantec has provided this budget allowance for potential additional work requested by the City. This budget equates to an additional 3% of the combined fee for all other tasks. No additional work will be completed nor any Phase 2 contingency used without written approval and direction from the City. The budgeted contingency amount is provided in Attachment C. This contingency could be authorized to help with pre-procurement of equipment, or other items that may arise during the project.

***Deliverables:***

- To be determined

***Assumptions:***

- Stantec will prepare a change request describing each additional and identifiable task under this allowance. The change request will include a short description of the added scope with budget to be authorized prior to proceeding, unless otherwise directed in writing by the City.
- City to provide direction and authorization for requested additional work, if needed.

**ENGINEERING SERVICES FEE**

All work described in this Scope of Work will be performed for not-to-exceed prices shown in Attachment C, summarized below:

| <b>Task(s)</b>                                                                 | <b>Fee</b>            |
|--------------------------------------------------------------------------------|-----------------------|
| Tasks 100 through 600: Project Management, Design, Bidding, and SRF Compliance | \$3,756,023.25        |
| Task 700: Engineering Services during Construction                             | \$2,391,788.72        |
| Task 800: Phase 2 Contingency                                                  | \$186,906.26          |
| <b>Total</b>                                                                   | <b>\$6,334,718.23</b> |

**ADDITIONAL ATTACHMENTS**

Provided attachments are as follows; note that this Scope of Work for Phase 2 services is Attachment A:

- Attachment B – Drawing List
- Attachment C – Fee Estimate
- Attachment D -- Schedule

Regards,

**Stantec Consulting Services Inc.**



**Andrew Nishihara, PE, ENV SP**

Project Manager

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## ATTACHMENT B - LIST OF DRAWINGS DRAFT

### Water Station 4 PFAS Treatment System Design

| Discipline | SHEET NO | DRAWING NO | SHEET TITLE                               |
|------------|----------|------------|-------------------------------------------|
| GENERAL    | 1        | G-001      | COVER SHEET                               |
| GENERAL    | 2        | G-002      | DRAWING INDEX                             |
| GENERAL    | 3        | G-003      | LOCATION AND VICINITY MAP                 |
| GENERAL    | 4        | G-004      | GENERAL SYMBOLS                           |
| GENERAL    | 5        | G-005      | GENERAL ABBREVIATIONS                     |
| GENERAL    | 6        | G-601      | PROCESS FLOW DIAGRAM                      |
| GENERAL    | 7        | G-602      | DESIGN CRITERIA                           |
| GENERAL    | 8        | G-603      | HYDRAULIC PROFILE                         |
| GENERAL    | 9        | G-604      | PIPE SCHEDULE - FLUID ABBREVIATIONS       |
| GENERAL    | 10       | G-605      | PIPE SCHEDULE - MATERIALS                 |
| GENERAL    | 11       | G-606      | EQUIPMENT SCHEDULE                        |
| GENERAL    | 12       | G-607      | VALVE SCHEDULE                            |
| GENERAL    | 13       | G-901      | 3D VIEW                                   |
| CIVIL      | 14       | C-001      | GENERAL NOTES AND DESIGN CRITERIA         |
| CIVIL      | 15       | C-002      | STANDARD DETAILS - I                      |
| CIVIL      | 16       | C-003      | STANDARD DETAILS - II                     |
| CIVIL      | 17       | C-004      | STANDARD DETAILS - III                    |
| CIVIL      | 18       | C-005      | STANDARD DETAILS - IV                     |
| CIVIL      | 19       | C-006      | UTILITY RELOCATION - PLAN                 |
| CIVIL      | 20       | C-007      | UTILITY RELOCATION - PROFILE I            |
| CIVIL      | 21       | C-008      | UTILITY RELOCATION - PROFILE II           |
| CIVIL      | 22       | C-009      | UTILITY RELOCATION - PROFILE III          |
| CIVIL      | 23       | C-010      | UTILITY RELOCATION - DETAILS              |
| CIVIL      | 24       | CD101      | DEMOLITION SITE OVERALL PLAN              |
| CIVIL      | 25       | CD102      | DEMOLITION SITE PLAN AREA - I             |
| CIVIL      | 26       | CD103      | DEMOLITION SITE PLAN AREA - II            |
| CIVIL      | 27       | CD104      | DEMOLITION SITE PLAN AREA - III           |
| CIVIL      | 28       | CD105      | DEMOLITION SITE PLAN AREA - IV            |
| CIVIL      | 29       | C-101      | EXISTING SITE PLAN                        |
| CIVIL      | 30       | C-102      | CONTRACTOR ACCESS, STORAGE & STAGING PLAN |
| CIVIL      | 31       | C-103      | OVERALL SITE PLAN                         |
| CIVIL      | 32       | C-104      | SITE PLAN AREA - I                        |
| CIVIL      | 33       | C-105      | SITE PLAN AREA - II                       |
| CIVIL      | 34       | C-106      | SITE PLAN AREA - III                      |
| CIVIL      | 35       | C-107      | SITE PLAN AREA - IV                       |
| CIVIL      | 36       | C-108      | OVERALL EROSION CONTROL PLAN              |
| CIVIL      | 37       | C-109      | EROSION CONTROL PLAN AREA - I             |
| CIVIL      | 38       | C-110      | EROSION CONTROL PLAN AREA - I             |
| CIVIL      | 39       | C-111      | EROSION CONTROL PLAN AREA - I             |
| CIVIL      | 40       | C-112      | EROSION CONTROL PLAN AREA - I             |
| CIVIL      | 41       | C-113      | OVERALL GRADING & PAVING PLAN             |
| CIVIL      | 42       | C-114      | GRADING & PAVING PLAN AREA - I            |
| CIVIL      | 43       | C-115      | GRADING & PAVING PLAN AREA - II           |
| CIVIL      | 44       | C-116      | GRADING & PAVING PLAN AREA - III          |
| CIVIL      | 45       | C-117      | GRADING & PAVING PLAN AREA - IV           |
| CIVIL      | 46       | C-118      | OVERALL STORMWATER PLAN                   |
| CIVIL      | 47       | C-119      | STORMWATER PLAN AREA - I                  |
| CIVIL      | 48       | C-120      | STORMWATER PLAN AREA - II                 |
| CIVIL      | 49       | C-121      | STORMWATER PLAN AREA - III                |
| CIVIL      | 50       | C-122      | STORMWATER PLAN AREA - IV                 |
| CIVIL      | 51       | C-123      | OVERALL YARD PIPING PLAN                  |

**ATTACHMENT B - LIST OF DRAWINGS DRAFT**  
**Water Station 4 PFAS Treatment System Design**

| Discipline | SHEET NO | DRAWING NO | SHEET TITLE                                 |
|------------|----------|------------|---------------------------------------------|
| CIVIL      | 52       | C-124      | YARD PIPING PLAN AREA - I                   |
| CIVIL      | 53       | C-125      | YARD PIPING PLAN AREA - II                  |
| CIVIL      | 54       | C-126      | YARD PIPING PLAN AREA - III                 |
| CIVIL      | 55       | C-127      | YARD PIPING PLAN AREA - IV                  |
| CIVIL      | 56       | C-128      | YARD PIPING PROFILE - I                     |
| CIVIL      | 57       | C-129      | YARD PIPING PROFILE - II                    |
| CIVIL      | 58       | C-130      | YARD PIPING PROFILE - III                   |
| CIVIL      | 59       | C-131      | OVERALL CATHODIC PROTECTION PLAN            |
| CIVIL      | 60       | C-132      | CATHODIC PROTECTION PLAN AREA - I           |
| CIVIL      | 61       | C-133      | CATHODIC PROTECTION PLAN AREA - II          |
| CIVIL      | 62       | C-134      | CATHODIC PROTECTION PLAN AREA - III         |
| CIVIL      | 63       | C-135      | CATHODIC PROTECTION PLAN AREA - IV          |
| CIVIL      | 64       | C-136      | OVERALL SITE SECUTIRY PLAN                  |
| CIVIL      | 65       | C-137      | SITE SECURITY PLAN AREA - I                 |
| CIVIL      | 66       | C-138      | SITE SECURITY PLAN AREA - II                |
| CIVIL      | 67       | C-139      | SITE SECURITY PLAN AREA - III               |
| CIVIL      | 68       | C-140      | SITE SECURITY PLAN AREA - IV                |
| CIVIL      | 69       | C-141      | E. 5TH STREET FRONTAGE PLAN                 |
| CIVIL      | 70       | C-142      | BLANDFORD FRONTAGE PLAN                     |
| CIVIL      | 71       | C-143      | TRAFFIC CONTROL PLAN - I                    |
| CIVIL      | 72       | C-144      | TRAFFIC CONTROL PLAN - II                   |
| CIVIL      | 73       | C-301      | SITE SECTIONS - I                           |
| CIVIL      | 74       | C-302      | SITE SECTIONS - II                          |
| CIVIL      | 75       | C-303      | SITE SECTIONS - III                         |
| CIVIL      | 76       | C-401      | RETAINING WALL ENLARGED PLAN & DETAILS - I  |
| CIVIL      | 77       | C-402      | RETAINING WALL ENLARGED PLAN & DETAILS - II |
| CIVIL      | 78       | C-403      | UNDERDRAIN ENLARGED PLAN & DETAILS - I      |
| CIVIL      | 79       | C-404      | UNDERDRAIN ENLARGED PLAN & DETAILS - II     |
| CIVIL      | 80       | C-405      | ROAD A PLAN AND PROFILE                     |
| CIVIL      | 81       | C-406      | ROAD B PLAN AND PROFILE                     |
| CIVIL      | 82       | C-501      | CIVIL DETAILS - I                           |
| CIVIL      | 83       | C-502      | CIVIL DETAILS - II                          |
| CIVIL      | 84       | C-503      | EROSION CONTROL DETAILS - I                 |
| CIVIL      | 85       | C-504      | EROSION CONTROL DETAILS - II                |
| CIVIL      | 86       | C-505      | EROSION CONTROL DETAILS - III               |
| CIVIL      | 87       | C-506      | EROSION CONTROL DETAILS - IV                |
| CIVIL      | 88       | C-507      | GRADING AND PAVING DETAILS - I              |
| CIVIL      | 89       | C-508      | GRADING AND PAVING DETAILS - II             |
| CIVIL      | 90       | C-509      | STORMWATER DETAILS - I                      |
| CIVIL      | 91       | C-510      | STORMWATER DETAILS - II                     |
| CIVIL      | 92       | C-511      | CATHODIC PROTECTION DETAILS - I             |
| CIVIL      | 93       | C-512      | CATHODIC PROTECTION DETAILS - II            |
| CIVIL      | 94       | C-513      | CATHODIC PROTECTION DETAILS - III           |
| CIVIL      | 95       | C-514      | SITE SECURITY DETAILS - I                   |
| CIVIL      | 96       | C-515      | SITE SECURITY DETAILS - II                  |
| CIVIL      | 97       | C-516      | STREET FRONTAGE DETAILS                     |
| CIVIL      | 98       | C-517      | TRAFFIC CONTROL DETAILS                     |
| CIVIL      | 99       | C-601      | YARD PIPING COORDINATE TABLE - I            |
| CIVIL      | 100      | C-602      | YARD PIPING COORDINATE TABLE - II           |
| LANDSCAPE  | 101      | L-001      | LANDSCAPE LEGEND AND NOTES                  |
| LANDSCAPE  | 102      | L-002      | IRRIGATION LEGEND AND NOTES                 |



## ATTACHMENT B - LIST OF DRAWINGS DRAFT

### Water Station 4 PFAS Treatment System Design

| Discipline    | SHEET NO | DRAWING NO | SHEET TITLE                                |
|---------------|----------|------------|--------------------------------------------|
| LANDSCAPE     | 103      | L-101      | PLANTING PLAN-I                            |
| LANDSCAPE     | 104      | L-102      | PLANTING PLAN - II                         |
| LANDSCAPE     | 105      | L-103      | IRRIGATION PLAN - I                        |
| LANDSCAPE     | 106      | L-104      | IRRIGATION PLAN - II                       |
| LANDSCAPE     | 107      | L-105      | E. 5TH STREET FRONTAGE PLAN                |
| LANDSCAPE     | 108      | L-106      | BLANDFORD FRONTAGE PLAN                    |
| LANDSCAPE     | 109      | L-501      | LANDSCAPE DETAILS -I                       |
| LANDSCAPE     | 110      | L-502      | LANDSCAPE DETAILS -II                      |
| LANDSCAPE     | 111      | L-503      | IRRIGATION DETAILS - I                     |
| LANDSCAPE     | 112      | L-504      | IRRIGATION DETAILS - II                    |
| LANDSCAPE     | 113      | L-505      | STREET FRONTAGE DETAILS                    |
| STRUCTURAL    | 114      | S-001      | GENERAL NOTES AND DESIGN CRITERIA          |
| STRUCTURAL    | 115      | S-002      | INSPECTIONS, TESTING, & OBSERVATIONS - I   |
| STRUCTURAL    | 116      | S-003      | INSPECTIONS, TESTING, & OBSERVATIONS - II  |
| STRUCTURAL    | 117      | S-004      | INSPECTIONS, TESTING, & OBSERVATIONS - III |
| STRUCTURAL    | 118      | S-005      | STANDARD DETAILS - I                       |
| STRUCTURAL    | 119      | S-006      | STANDARD DETAILS - II                      |
| STRUCTURAL    | 120      | S-007      | STANDARD DETAILS - III                     |
| STRUCTURAL    | 121      | S-008      | STANDARD DETAILS - IV                      |
| STRUCTURAL    | 122      | S-009      | STANDARD DETAILS - V                       |
| STRUCTURAL    | 123      | S-101      | PLANS                                      |
| STRUCTURAL    | 124      | S-102      | ROOF PLAN                                  |
| STRUCTURAL    | 125      | S-201      | ELEVATIONS - I                             |
| STRUCTURAL    | 126      | S-301      | SECTIONS - I                               |
| STRUCTURAL    | 127      | S-302      | SECTIONS - II                              |
| STRUCTURAL    | 128      | S-501      | DETAILS - I                                |
| STRUCTURAL    | 129      | S-502      | DETAILS - II                               |
| STRUCTURAL    | 130      | S-111      | PLAN                                       |
| STRUCTURAL    | 131      | S-311      | SECTIONS - I                               |
| STRUCTURAL    | 132      | S-121      | PLAN                                       |
| STRUCTURAL    | 133      | S-321      | SECTIONS - I                               |
| STRUCTURAL    | 134      | S-131      | PLAN - I                                   |
| STRUCTURAL    | 135      | S-132      | PLAN - II                                  |
| STRUCTURAL    | 136      | S-331      | SECTIONS - I                               |
| STRUCTURAL    | 137      | S-332      | SECTIONS - II                              |
| STRUCTURAL    | 138      | S-141      | PLAN                                       |
| STRUCTURAL    | 139      | S-142      | PARTIAL PLAN - I                           |
| STRUCTURAL    | 140      | S-143      | PARTIAL PLAN - II                          |
| STRUCTURAL    | 141      | S-341      | SECTIONS - II                              |
| STRUCTURAL    | 142      | S-342      | SECTIONS - II                              |
| STRUCTURAL    | 143      | S-541      | DETAILS - I                                |
| STRUCTURAL    | 144      | S-151      | PLAN                                       |
| STRUCTURAL    | 145      | S-351      | SECTIONS - I                               |
| ARCHITECTURAL | 146      | A-001      | GENERAL NOTES AND SCHEDULES                |
| ARCHITECTURAL | 147      | A-002      | CODE SUMMARY & LIFE SAFETY PLAN            |
| ARCHITECTURAL | 148      | A-101      | FLOOR PLAN                                 |
| ARCHITECTURAL | 149      | A-102      | ROOF PLAN                                  |
| ARCHITECTURAL | 150      | A-103      | REFLECTED CEILING PLAN                     |
| ARCHITECTURAL | 151      | A-201      | ELEVATIONS - I                             |
| ARCHITECTURAL | 152      | A-202      | ELEVATIONS - II                            |
| ARCHITECTURAL | 153      | A-301      | SECTIONS                                   |

## ATTACHMENT B - LIST OF DRAWINGS DRAFT

### Water Station 4 PFAS Treatment System Design

| Discipline    | SHEET NO | DRAWING NO | SHEET TITLE                                       |
|---------------|----------|------------|---------------------------------------------------|
| ARCHITECTURAL | 154      | A-401      | ENLARGED DRAWINGS                                 |
| ARCHITECTURAL | 155      | A-402      | ENLARGED DRAWINGS                                 |
| ARCHITECTURAL | 156      | A-501      | STANDARD DETAILS - I                              |
| ARCHITECTURAL | 157      | A-502      | STANDARD DETAILS - II                             |
| ARCHITECTURAL | 158      | A-503      | STANDARD DETAILS - III                            |
| ARCHITECTURAL | 159      | A-504      | STANDARD DETAILS - IV                             |
| ARCHITECTURAL | 160      | A-901      | ISOMETRIC VIEWS                                   |
| I & C         | 161      | I-001      | SYMBOLS AND NOMENCLATURE - I                      |
| I & C         | 162      | I-002      | SYMBOLS AND NOMENCLATURE - II                     |
| I & C         | 163      | I-003      | SAMPLE WIRING DIAGRAMS - I                        |
| I & C         | 164      | I-004      | SAMPLE WIRING DIAGRAMS - II                       |
| I & C         | 165      | I-005      | INSTALLATION DETAILS - I                          |
| I & C         | 166      | I-006      | INSTALLATION DETAILS - II                         |
| I & C         | 167      | I-007      | INSTALLATION DETAILS - III                        |
| I & C         | 168      | I-008      | INSTALLATION DETAILS - IV                         |
| I & C         | 169      | I-009      | INSTALLATION DETAILS - V                          |
| I & C         | 170      | I-010      | INSTALLATION DETAILS - VI                         |
| I & C         | 171      | I-011      | INSTALLATION DETAILS - VII                        |
| I & C         | 172      | I-012      | INSTALLATION DETAILS - VIII                       |
| I & C         | 173      | I-013      | WET PANEL ELEVATION                               |
| I & C         | 174      | I-014      | NETWORK DIAGRAM                                   |
| I & C         | 175      | I-015      | OPERATIONS CENTER - EXISTING CONTROL PANEL        |
| I & C         | 176      | I-014      | WS #4 RTU                                         |
| I & C         | 177      | I-501      | PANEL DETAILS                                     |
| I & C         | 178      | I-601      | GAC VESSELS - I P&ID (PAIR PER SHEET)             |
| I & C         | 179      | I-602      | GAC VESSELS - II P&ID (PAIR PER SHEET)            |
| I & C         | 180      | I-603      | GAC VESSELS - III P&ID (PAIR PER SHEET)           |
| I & C         | 181      | I-604      | GAC VESSELS - IV P&ID (PAIR PER SHEET)            |
| I & C         | 182      | I-605      | GAC VESSELS - V P&ID (PAIR PER SHEET)             |
| I & C         | 183      | I-606      | GAC VESSELS - VI P&ID (PAIR PER SHEET)            |
| I & C         | 184      | I-607      | GAC VESSELS - VII P&ID (PAIR PER SHEET)           |
| I & C         | 185      | I-608      | GAC VESSELS - VIII P&ID (PAIR PER SHEET)          |
| I & C         | 186      | I-609      | GAC VESSELS - IX P&ID (PAIR PER SHEET)            |
| I & C         | 187      | I-610      | GAC VESSELS - X P&ID (PAIR PER SHEET)             |
| I & C         | 188      | I-611      | GAC BACKWASH SYSTEM P&ID                          |
| I & C         | 189      | I-612      | HYPO GENERATION SYSTEM - BRINE TANKS P&ID         |
| I & C         | 190      | I-613      | HYPO GENERATION SYSTEM - HYPO GENERATOR - I P&ID  |
| I & C         | 191      | I-614      | HYPO GENERATION SYSTEM - HYPO GENERATOR - II P&ID |
| I & C         | 192      | I-615      | HYPO GENERATION SYSTEM - DILUTION BLOWERS P&ID    |
| I & C         | 193      | I-616      | HYPO GENERATION SYSTEM - NACLO STORAGE TANKS P&ID |
| I & C         | 194      | I-617      | HYPO GENERATION SYSTEM - NACLO FEED PUMPS P&ID    |
| I & C         | 195      | I-618      | HYPO GENERATION SYSTEM - TRANSFER PUMPS P&ID      |
| I & C         | 196      | I-619      | WATER SOFENTING SYSTEM P&ID                       |
| I & C         | 197      | I-620      | CARTRIDGE FILTERS 1-3 P&ID                        |
| I & C         | 198      | I-621      | CARTRIDGE FILTERS 4-6 P&ID                        |
| I & C         | 199      | I-622      | CARTRIDGE FILTERS 7-9 P&ID                        |
| I & C         | 200      | I-623      | WET PANEL P&ID                                    |
| I & C         | 201      | I-624      | WELL PUMP 1 MODIFICATION P&ID                     |
| I & C         | 202      | I-625      | WELL PUMP 2B MODIFICATION P&ID                    |
| I & C         | 203      | I-626      | WELL PUMP 3B MODIFICATION P&ID                    |
| I & C         | 204      | I-627      | WELL PUMP 4B MODIFICATION P&ID                    |

## ATTACHMENT B - LIST OF DRAWINGS DRAFT

### Water Station 4 PFAS Treatment System Design

| Discipline | SHEET NO | DRAWING NO | SHEET TITLE                                 |
|------------|----------|------------|---------------------------------------------|
| I & C      | 205      | I-628      | WELL PUMP 5B MODIFICATION P&ID              |
| I & C      | 206      | I-629      | WELL PUMP 9 MODIFICATION P&ID               |
| I & C      | 207      | I-630      | FLUORIDE SYSTEM - I P&ID                    |
| I & C      | 208      | I-631      | FLUORIDE SYSTEM - II P&ID                   |
| I & C      | 209      | I-632      | BLOCK DIAGRAM WS #4 RTU - I                 |
| I & C      | 210      | I-633      | BLOCK DIAGRAM WS #4 RTU - II                |
| I & C      | 211      | I-634      | BLOCK DIAGRAM WS #4 RTU - III               |
| I & C      | 212      | I-635      | BLOCK DIAGRAM WS #4 RTU - IV                |
| PROC MECH  | 213      | D-001      | NOTES AND SYMBOLS                           |
| PROC MECH  | 214      | D-002      | VALVE AND EQUIPMENT SCHEDULES - 1           |
| PROC MECH  | 215      | D-003      | VALVE AND EQUIPMENT SCHEDULES - 2           |
| PROC MECH  | 216      | D-004      | STANDARD DETAILS - 1                        |
| PROC MECH  | 217      | D-005      | STANDARD DETAILS - 2                        |
| PROC MECH  | 218      | D-006      | STANDARD DETAILS - 3                        |
| PROC MECH  | 219      | D-007      | STANDARD DETAILS - 4                        |
| PROC MECH  | 220      | D-008      | STANDARD DETAILS - 5                        |
| PROC MECH  | 221      | D-009      | STANDARD DETAILS - 6                        |
| PROC MECH  | 222      | D-101      | CHEMICAL BUILDING - PLAN                    |
| PROC MECH  | 223      | D-301      | CHEMICAL BUILDING - SECTIONS - 1            |
| PROC MECH  | 224      | D-302      | CHEMICAL BUILDING - SECTIONS - 2            |
| PROC MECH  | 225      | D-901      | CHEMICAL BUILDING - ISOMETRIC VIEW          |
| PROC MECH  | 226      | D-111      | BRINE TANK - PLAN AND SECTIONS              |
| PROC MECH  | 227      | D-911      | BRINE TANK - ISOMETRIC VIEW                 |
| PROC MECH  | 228      | D-121      | CARTRIDGE FILTERS - PLAN                    |
| PROC MECH  | 229      | D-321      | CARTRIDGE FILTERS - SECTIONS                |
| PROC MECH  | 230      | D-921      | CARTRIDGE FILTERS - ISOMETRIC VIEW          |
| PROC MECH  | 231      | D-131      | BACKWASH WASTE TANK 1 - PLAN                |
| PROC MECH  | 232      | D-132      | BACKWASH WASTE TANK 2 - PLAN                |
| PROC MECH  | 233      | D-331      | BACKWASH WASTE TANK 1 - SECTIONS            |
| PROC MECH  | 234      | D-332      | BACKWASH WASTE TANK 2 - SECTIONS            |
| PROC MECH  | 235      | D-931      | BACKWASH WASTE TANK 1 - ISOMETRIC VIEW      |
| PROC MECH  | 236      | D-932      | BACKWASH WASTE TANK 2 - ISOMETRIC VIEW      |
| PROC MECH  | 237      | D-141      | PFAS TREATMENT - OVERALL PLAN               |
| PROC MECH  | 238      | D-142      | PFAS TREATMENT - ENLARGED PLAN - 1          |
| PROC MECH  | 239      | D-143      | PFAS TREATMENT - ENLARGED PLAN - 2          |
| PROC MECH  | 240      | D-341      | PFAS TREATMENT - SECTIONS - 1               |
| PROC MECH  | 241      | D-342      | PFAS TREATMENT - SECTIONS - 2               |
| PROC MECH  | 242      | D-343      | PFAS TREATMENT - SECTIONS - 3               |
| PROC MECH  | 243      | D-941      | PFAS TREATMENT - ISOMETRIC VIEW - 1         |
| PROC MECH  | 244      | D-942      | PFAS TREATMENT - ISOMETRIC VIEW - 2         |
| PROC MECH  | 245      | D-161      | WELLHEAD 1 - PUMPING IMPROVEMENTS PLAN      |
| PROC MECH  | 246      | D-162      | WELLHEAD 2B - PUMPING IMPROVEMENTS PLAN     |
| PROC MECH  | 247      | D-163      | WELLHEAD 3B - PUMPING IMPROVEMENTS PLAN     |
| PROC MECH  | 248      | D-164      | WELLHEAD 4B - PUMPING IMPROVEMENTS PLAN     |
| PROC MECH  | 249      | D-165      | WELLHEAD 5B - PUMPING IMPROVEMENTS PLAN     |
| PROC MECH  | 250      | D-166      | WELLHEAD 9 - PUMPING IMPROVEMENTS PLAN      |
| PROC MECH  | 251      | D-361      | WELLHEAD 1 - PUMPING IMPROVEMENTS SECTION   |
| PROC MECH  | 252      | D-362      | WELLHEAD 2B - PUMPING IMPROVEMENTS SECTIONS |
| PROC MECH  | 253      | D-363      | WELLHEAD 3B - PUMPING IMPROVEMENTS SECTION  |
| PROC MECH  | 254      | D-364      | WELLHEAD 4B - PUMPING IMPROVEMENTS SECTION  |
| PROC MECH  | 255      | D-365      | WELLHEAD 5B - PUMPING IMPROVEMENTS SECTION  |

**ATTACHMENT B - LIST OF DRAWINGS DRAFT**  
**Water Station 4 PFAS Treatment System Design**

| Discipline      | SHEET NO | DRAWING NO | SHEET TITLE                               |
|-----------------|----------|------------|-------------------------------------------|
| PROC MECH       | 256      | D-366      | WELLHEAD 9 - PUMPING IMPROVEMENTS SECTION |
| PROC MECH       | 257      | D-561      | PUMPING IMPROVEMENTS DETAIL - 1           |
| PROC MECH       | 258      | D-561      | PUMPING IMPROVEMENTS DETAIL - 2           |
| HVAC            | 259      | M-001      | SYMBOLS, NOTES, AND ABBREVIATIONS         |
| HVAC            | 260      | M-002      | HVAC DESIGN SUMMARY                       |
| HVAC            | 261      | M-003      | STANDARD DETAILS - 1                      |
| HVAC            | 262      | M-004      | STANDARD DETAILS - 2                      |
| HVAC            | 264      | M-005      | EQUIPMENT SCHEDULES - 1                   |
| HVAC            | 265      | M-006      | EQUIPMENT SCHEDULES - 2                   |
| HVAC            | 266      | M-007      | CONTROL SEQUENCE OF OPERATIONS 1          |
| HVAC            | 267      | M-008      | CONTROL SEQUENCE OF OPERATIONS 2          |
| HVAC            | 268      | M-101      | FLOOR PLAN                                |
| HVAC            | 269      | M-102      | FLOOR PLAN                                |
| HVAC            | 270      | M-103      | SECTION VIEW 1                            |
| HVAC            | 271      | M-104      | SECTION VIEW 2                            |
| HVAC            | 272      | M-105      | 3D VIEW                                   |
| PLUMBING        | 273      | P-001      | SYMBOLS, NOTES, AND ABBREVIATIONS         |
| PLUMBING        | 274      | P-002      | STANDARD DETAILS - 1                      |
| PLUMBING        | 275      | P-003      | STANDARD DETAILS -2                       |
| PLUMBING        | 276      | P-004      | EQUIPMENT SCHEDULED                       |
| PLUMBING        | 277      | P-005      | DRAINAGE PLAN                             |
| PLUMBING        | 278      | P-006      | WATER SUPPLY PLAN                         |
| PLUMBING        | 279      | P-007      | DRAINAGE ISOMETRICS                       |
| PLUMBING        | 280      | P-008      | WATER SUPPLY ISOMETRICS                   |
| FIRE PROTECTION | 281      | F-001      | SYMBOLS, NOTES, AND ABBREVIATIONS         |
| FIRE PROTECTION | 282      | F-002      | STANDARD DETAILS - 1                      |
| FIRE PROTECTION | 283      | F-003      | FLOOR PLAN                                |
| ELECTRICAL      | 284      | E-001      | SYMBOLS, NOTES AND ABBREVIATIONS          |
| ELECTRICAL      | 285      | E-002      | STANDARD DETAILS                          |
| ELECTRICAL      | 286      | E-003      | SCHEDULES                                 |
| ELECTRICAL      | 287      | ED101      | DEMOLITION PLAN                           |
| ELECTRICAL      | 288      | ED101      | DEMOLITION DETAILS                        |
| ELECTRICAL      | 289      | E-101      | SITE PLAN                                 |
| ELECTRICAL      | 290      | E-102      | FLOOR PLAN                                |
| ELECTRICAL      | 291      | E-601      | SINGLE LINE DIAGRAM - 1                   |
| ELECTRICAL      | 292      | E-602      | SINGLE LINE DIAGRAM - 2                   |
| ELECTRICAL      | 293      | E-603      | CONDUIT DEVELOPMENT                       |
| ELECTRICAL      | 294      | E-604      | SINGLE LINE DIAGRAM - 3                   |
| ELECTRICAL      | 295      | E-605      | SINGLE LINE DIAGRAM - 4                   |
| ELECTRICAL      | 296      | E-606      | SINGLE LINE DIAGRAM - 5                   |
| ELECTRICAL      | 297      | E-607      | SINGLE LINE DIAGRAM - 6                   |
| ELECTRICAL      | 298      | E-608      | SINGLE LINE DIAGRAM - 7                   |
| ELECTRICAL      | 299      | E-609      | SINGLE LINE DIAGRAM - 8                   |

ATTACHMENT C



FEE ESTIMATE - Water Station 4 PFAS Treatment System Design

Revised 8/29/2024

|                            | Staff Level VIII | Staff Level VII | Staff Level VI | Staff Level V | Staff Level IV | Staff Level III | Staff Level II | Staff Level I | Site Travel | Shannon & Wilson<br>(Geotechnical) | Mackay Spisito (Land<br>Use, Permitting, Civil<br>Support) |
|----------------------------|------------------|-----------------|----------------|---------------|----------------|-----------------|----------------|---------------|-------------|------------------------------------|------------------------------------------------------------|
| Project Billing Rate (T&M) | \$288.94         | \$257.89        | \$239.33       | \$225.58      | \$210.41       | \$159.92        | \$133.90       | \$102.43      | \$1.00      | \$1.125                            | \$1.125                                                    |
| Total Units (T&M)          | 1,269.00         | 546.00          | 4,339.00       | 1,170.00      | 3,389.00       | 5,616.00        | 13,767.00      | 4,233.00      | 31,724.00   | 25,687.17                          | 261,346.51                                                 |
| Fee (T&M)                  | \$366,659.87     | \$140,807.05    | \$1,038,442.98 | \$263,928.60  | \$713,076.04   | \$898,121.83    | \$1,843,375.47 | \$433,575.42  | \$31,724.00 | \$28,898.07                        | \$294,014.83                                               |
| Escalation (T&M)           | \$15,674.33      | \$3,764.52      | \$47,519.78    | \$18,626.10   | \$33,722.01    | \$46,447.52     | \$97,640.70    | \$18,699.11   | \$0.00      | \$0.00                             | \$0.00                                                     |
| Total Fee (T&M)            | \$382,334.20     | \$144,571.57    | \$1,085,962.76 | \$282,554.70  | \$746,798.05   | \$944,569.35    | \$1,941,016.17 | \$452,274.53  | \$31,724.00 | \$28,898.07                        | \$294,014.83                                               |

| Project Summary | Hours  | Labour         | Expense     | Subs         | Total          |
|-----------------|--------|----------------|-------------|--------------|----------------|
| Fixed Fee       | 0.00   | \$0.00         | \$0.00      | \$0.00       | \$0.00         |
| Time & Material | 34,329 | \$5,980,081.33 | \$31,724.00 | \$322,912.90 | \$6,334,718.23 |
| Total           | 34,329 | \$5,980,081.33 | \$31,724.00 | \$322,912.90 | \$6,334,718.23 |

| Task Name |                                                                       | Start Date | End Date   | Units |    |     |     |     |     |     |     |          |           |           |
|-----------|-----------------------------------------------------------------------|------------|------------|-------|----|-----|-----|-----|-----|-----|-----|----------|-----------|-----------|
| 100       | Project Management                                                    | 2024-09-30 | 2027-01-31 |       |    |     |     |     |     |     |     |          |           |           |
| 110       | Project Tracking and Reporting                                        | 2024-09-30 | 2027-01-31 |       |    |     |     |     |     |     |     |          |           |           |
| 111       | Invoicing, Resource Coordination, Project Tracking, PM Meetings       | 2024-09-30 | 2027-01-31 | 120   |    | 128 |     | 180 | 180 |     | 760 |          |           |           |
| 112       | Maintain Change, Decision, Risk Logs                                  | 2024-09-30 | 2027-01-31 | 64    |    | 64  |     | 64  | 120 |     | 60  |          |           |           |
| 113       | Project Execution Plan                                                | 2024-09-30 | 2027-01-31 | 2     |    | 2   |     | 2   | 8   |     | 16  |          |           |           |
| 120       | Progress Report Meetings                                              | 2024-09-30 | 2027-01-31 | 154   |    | 190 |     | 250 | 154 |     |     | 7,200.00 |           |           |
| 200       | Project Support Services                                              | 2024-09-30 | 2025-12-31 |       |    |     |     |     |     |     |     |          |           |           |
| 210       | Subsurface Utility Locating                                           | 2024-09-30 | 2025-12-31 | 2     |    | 2   |     | 4   | 32  |     |     | 1,600.00 |           |           |
| 220       | Public Outreach                                                       | 2024-09-30 | 2025-12-31 | 16    |    | 16  |     | 16  | 24  | 78  |     |          |           |           |
| 230       | Arc Flash Investigation                                               | 2024-09-30 | 2025-12-31 |       |    | 48  |     | 98  |     |     | 288 | 3,200.00 |           |           |
| 240       | Geotechnical Support                                                  | 2024-09-30 | 2025-12-31 | 2     |    | 10  |     | 4   | 4   | 20  |     |          | 24,939.00 |           |
| 250       | Land Use Planning and Support                                         | 2024-09-30 | 2025-12-31 |       |    |     |     |     |     |     |     |          |           | 54,756.00 |
| 260       | Hydraulic System Modeling                                             | 2024-09-30 | 2025-12-31 | 4     |    | 2   | 20  | 8   | 42  |     |     |          |           |           |
| 270       | Control System, Communications, Electronic Security, Tagging Planning | 2024-09-30 | 2025-12-31 | 2     |    | 150 |     | 12  |     | 160 |     | 2,500.00 |           |           |
| 300       | Detailed Design                                                       | 2024-09-30 | 2025-12-31 |       |    |     |     |     |     |     |     |          |           |           |
| 310       | Preliminary Engineering Report Finalization                           | 2024-09-30 | 2025-03-31 | 12    |    | 16  |     | 8   | 8   | 32  | 8   | 1,500.00 |           |           |
| 320       | 60% Design                                                            | 2024-09-30 | 2025-12-31 |       |    |     |     |     |     |     |     |          |           |           |
| 321       | 60% General Design                                                    | 2024-09-30 | 2025-12-31 | 12    |    | 12  |     | 32  | 96  | 224 | 12  |          |           |           |
| 322       | 60% Process Mechanical Design                                         | 2024-09-30 | 2025-12-31 |       |    |     |     |     | 540 | 860 |     |          |           |           |
| 323       | 60% Civil Design                                                      | 2024-09-30 | 2025-12-31 |       |    | 2   |     | 3   | 396 | 3   | 516 |          |           | 79,888.03 |
| 324       | 60% Landscape Architecture                                            | 2024-09-30 | 2025-12-31 |       |    | 2   |     | 3   | 30  | 3   | 30  |          |           | 16,800.00 |
| 325       | 60% Instrumentation and Control Design                                | 2024-09-30 | 2025-12-31 |       |    | 122 |     | 7   |     | 489 |     |          |           |           |
| 326       | 60% Electrical Design                                                 | 2024-09-30 | 2025-12-31 |       |    | 400 |     |     |     | 8   |     |          |           |           |
| 327       | 60% Architectural Design                                              | 2024-09-30 | 2025-12-31 |       |    |     |     |     |     | 320 | 180 |          |           |           |
| 328       | 60% Structural Design                                                 | 2024-09-30 | 2025-12-31 |       |    |     | 216 |     | 368 |     | 464 |          |           |           |
| 329       | 60% Building Mechanical Design                                        | 2024-09-30 | 2025-12-31 |       |    |     |     |     |     | 73  | 215 |          |           |           |
| 330       | 90% Design                                                            | 2024-09-30 | 2025-12-31 |       |    |     |     |     |     |     |     |          |           |           |
| 331       | 90% General Design                                                    | 2024-09-30 | 2025-12-31 | 4     |    | 4   |     | 16  | 64  | 136 | 8   |          |           |           |
| 332       | 90% Process Mechanical Design                                         | 2024-09-30 | 2025-12-31 |       |    |     |     |     | 330 | 620 |     |          |           |           |
| 333       | 90% Civil Design                                                      | 2024-09-30 | 2025-12-31 |       |    | 1   |     | 3   | 250 |     | 370 |          |           | 19,014.65 |
| 334       | 90% Landscape Architecture                                            | 2024-09-30 | 2025-12-31 |       |    | 1   |     | 3   | 24  |     | 24  |          |           | 12,134.00 |
| 335       | 90% Instrumentation and Control Design                                | 2024-09-30 | 2025-12-31 |       |    | 91  |     | 6   |     | 350 |     |          |           |           |
| 336       | 90% Electrical Design                                                 | 2024-09-30 | 2025-12-31 |       |    | 400 |     |     |     | 6   |     |          |           |           |
| 337       | 90% Architectural Design                                              | 2024-09-30 | 2025-12-31 |       |    |     |     |     |     | 208 | 124 |          |           |           |
| 338       | 90% Structural Design                                                 | 2024-09-30 | 2025-12-31 |       |    | 144 |     | 262 |     | 328 |     |          |           |           |
| 339       | 90% Building Mechanical Design                                        | 2024-09-30 | 2025-12-31 |       |    |     |     |     |     | 52  | 85  |          |           |           |
| 340       | Final (100%) Design                                                   | 2024-09-30 | 2025-12-31 |       |    |     |     |     |     |     |     |          |           |           |
| 341       | 100% General Design                                                   | 2024-09-30 | 2025-12-31 | 2     |    | 2   |     | 8   | 32  | 56  | 6   |          |           |           |
| 342       | 100% Process Mechanical Design                                        | 2024-09-30 | 2025-12-31 |       |    |     |     |     | 160 | 340 |     |          |           |           |
| 343       | 100% Civil Design                                                     | 2024-09-30 | 2025-12-31 |       |    | 1   |     | 1   | 93  |     | 137 |          |           | 10,522.00 |
| 344       | 100% Landscape Architecture                                           | 2024-09-30 | 2025-12-31 |       |    | 1   |     | 1   | 6   |     | 6   |          |           | 1,600.00  |
| 345       | 100% Instrumentation and Control Design                               | 2024-09-30 | 2025-12-31 |       |    | 31  |     | 2   |     | 160 |     |          |           |           |
| 346       | 100% Electrical Design                                                | 2024-09-30 | 2025-12-31 |       |    | 124 |     |     |     | 3   |     |          |           |           |
| 347       | 100% Architectural Design                                             | 2024-09-30 | 2025-12-31 |       |    |     |     |     |     | 110 | 64  |          |           |           |
| 348       | 100% Structural Design                                                | 2024-09-30 | 2025-12-31 |       |    | 76  |     | 138 |     | 174 |     |          |           |           |
| 349       | 100% Building Mechanical Design                                       | 2024-09-30 | 2025-12-31 |       |    |     |     |     |     | 27  | 80  |          |           |           |
| 350       | Design Management                                                     | 2024-09-30 | 2025-12-31 | 108   |    | 108 |     | 290 | 26  | 126 | 40  |          |           |           |
| 360       | Quality Control                                                       | 2024-09-30 | 2025-12-31 |       |    |     |     |     |     |     |     |          |           |           |
| 361       | 60% QC                                                                | 2024-09-30 | 2025-12-31 | 132   | 52 |     | 75  | 32  | 32  |     |     |          |           |           |
| 362       | 90% QC                                                                | 2024-09-30 | 2025-12-31 | 96    | 36 |     | 51  | 24  | 24  |     |     |          |           |           |
| 363       | Final QC                                                              | 2024-09-30 | 2025-12-31 | 44    | 22 |     | 29  | 12  | 12  |     |     |          |           |           |
| 370       | Permitting Support                                                    | 2024-09-30 | 2025-12-31 |       |    |     |     |     |     |     |     |          |           |           |
| 371       | Permitting TM                                                         | 2024-09-30 | 2025-12-31 | 4     |    | 8   |     | 8   |     | 56  |     |          |           |           |
| 372       | Agency Coordination                                                   | 2024-09-30 | 2025-12-31 | 10    |    | 10  |     | 20  |     | 40  |     |          |           | 39,489.80 |
| 373       | Meetings w/ Permitting Agencies                                       | 2024-09-30 | 2025-12-31 | 12    |    | 12  |     | 12  |     | 12  |     |          |           |           |
| 374       | Wastewater pretreatment permit                                        | 2024-09-30 | 2025-12-31 | 4     |    | 8   |     | 12  |     | 120 |     |          |           |           |
| 375       | Design preparation prior to permit meetings                           | 2024-09-30 | 2025-12-31 | 8     |    | 24  |     | 16  | 16  | 112 |     |          |           |           |
| 380       | Internal Design Meetings                                              | 2024-09-30 | 2025-12-31 | 44    |    | 176 |     | 88  | 132 | 176 | 44  |          |           |           |
| 390       | Review Workshops                                                      | 2024-09-30 | 2025-12-31 |       |    |     |     |     |     |     |     |          |           |           |
| 391       | 60% Review Workshop                                                   | 2024-09-30 | 2025-12-31 | 14    |    | 22  |     | 24  | 8   | 44  |     |          |           |           |
| 392       | 90% Review Workshop                                                   | 2024-09-30 | 2025-12-31 | 14    |    | 22  |     | 24  | 8   | 44  |     |          |           |           |

| Task Type       | Hours  | Labour         | Expense    | Subs         | Total          |
|-----------------|--------|----------------|------------|--------------|----------------|
| Time & Material | 2,518  | \$475,595.64   | \$7,200.00 | \$0.00       | \$482,795.64   |
| Time & Material | 1,770  | \$299,819.21   | \$0.00     | \$0.00       | \$299,819.21   |
| Time & Material | 1,368  | \$218,778.07   | \$0.00     | \$0.00       | \$218,778.07   |
| Time & Material | 372    | \$76,433.90    | \$0.00     | \$0.00       | \$76,433.90    |
| Time & Material | 30     | \$4,607.24     | \$0.00     | \$0.00       | \$4,607.24     |
| Time & Material | 748    | \$175,776.43   | \$7,200.00 | \$0.00       | \$182,976.43   |
| Time & Material | 1,064  | \$187,586.88   | \$7,300.00 | \$89,656.88  | \$284,543.76   |
| Time & Material | 40     | \$7,056.71     | \$1,600.00 | \$0.00       | \$8,656.71     |
| Time & Material | 150    | \$26,670.16    | \$0.00     | \$0.00       | \$26,670.16    |
| Time & Material | 434    | \$67,279.65    | \$3,200.00 | \$0.00       | \$70,479.65    |
| Time & Material | 40     | \$7,265.95     | \$0.00     | \$28,056.38  | \$35,322.33    |
| Time & Material | 0      | \$0.00         | \$0.00     | \$61,600.50  | \$61,600.50    |
| Time & Material | 76     | \$15,209.19    | \$0.00     | \$0.00       | \$15,209.19    |
| Time & Material | 324    | \$64,105.22    | \$2,500.00 | \$0.00       | \$66,605.22    |
| Time & Material | 14,256 | \$2,394,747.98 | \$1,500.00 | \$201,879.54 | \$2,598,127.52 |
| Time & Material | 84     | \$15,572.34    | \$1,500.00 | \$0.00       | \$17,072.34    |
| Time & Material | 5,638  | \$883,792.32   | \$0.00     | \$108,774.03 | \$992,566.35   |
| Time & Material | 388    | \$60,788.30    | \$0.00     | \$0.00       | \$60,788.30    |
| Time & Material | 1,400  | \$207,595.36   | \$0.00     | \$0.00       | \$207,595.36   |
| Time & Material | 920    | \$120,161.03   | \$0.00     | \$89,874.03  | \$210,035.06   |
| Time & Material | 68     | \$9,529.47     | \$0.00     | \$18,900.00  | \$28,429.47    |
| Time & Material | 618    | \$102,083.26   | \$0.00     | \$0.00       | \$102,083.26   |
| Time & Material | 408    | \$99,164.46    | \$0.00     | \$0.00       | \$99,164.46    |
| Time & Material | 500    | \$68,957.78    | \$0.00     | \$0.00       | \$68,957.78    |
| Time & Material | 1,048  | \$189,047.39   | \$0.00     | \$0.00       | \$189,047.39   |
| Time & Material | 288    | \$26,465.27    | \$0.00     | \$0.00       | \$26,465.27    |
| Time & Material | 3,914  | \$626,988.25   | \$0.00     | \$35,042.23  | \$662,030.48   |
| Time & Material | 232    | \$35,376.21    | \$0.00     | \$0.00       | \$35,376.21    |
| Time & Material | 950    | \$139,563.88   | \$0.00     | \$0.00       | \$139,563.88   |
| Time & Material | 624    | \$80,667.54    | \$0.00     | \$21,391.48  | \$102,059.02   |
| Time & Material | 52     | \$7,289.16     | \$0.00     | \$13,650.75  | \$20,939.91    |
| Time & Material | 447    | \$74,201.69    | \$0.00     | \$0.00       | \$74,201.69    |
| Time & Material | 406    | \$98,897.12    | \$0.00     | \$0.00       | \$98,897.12    |
| Time & Material | 332    | \$45,618.25    | \$0.00     | \$0.00       | \$45,618.25    |
| Time & Material | 734    | \$131,889.72   | \$0.00     | \$0.00       | \$131,889.72   |
| Time & Material | 137    | \$13,484.68    | \$0.00     | \$0.00       | \$13,484.68    |
| Time & Material | 1,841  | \$286,727.31   | \$0.00     | \$13,637.25  | \$300,364.56   |
| Time & Material | 106    | \$16,290.07    | \$0.00     | \$0.00       | \$16,290.07    |
| Time & Material | 500    | \$72,973.40    | \$0.00     | \$0.00       | \$72,973.40    |
| Time & Material | 232    | \$30,064.63    | \$0.00     | \$11,837.25  | \$41,901.88    |
| Time & Material | 14     | \$2,059.36     | \$0.00     | \$1,800.00   | \$3,859.36     |
| Time & Material | 193    | \$31,089.80    | \$0.00     | \$0.00       | \$31,089.80    |
| Time & Material | 127    | \$30,810.49    | \$0.00     | \$0.00       | \$30,810.49    |
| Time & Material | 174    | \$23,945.78    | \$0.00     | \$0.00       | \$23,945.78    |
| Time &amp       |        |                |            |              |                |

ATTACHMENT C



FEE ESTIMATE - Water Station 4 PFAS Treatment System Design

Revised 8/29/2024

|                            | Staff Level VIII | Staff Level VII | Staff Level VI | Staff Level V | Staff Level IV | Staff Level III | Staff Level II | Staff Level I | Site Travel | Shannon & Wilson<br>(Geotechnical) | Mackay Spisito (Land<br>Use, Permitting, Civil<br>Support) |
|----------------------------|------------------|-----------------|----------------|---------------|----------------|-----------------|----------------|---------------|-------------|------------------------------------|------------------------------------------------------------|
| Project Billing Rate (T&M) | \$288.94         | \$257.89        | \$239.33       | \$225.58      | \$210.41       | \$159.92        | \$133.90       | \$102.43      | \$1.00      | \$1.125                            | \$1.125                                                    |
| Total Units (T&M)          | 1,269.00         | 546.00          | 4,339.00       | 1,170.00      | 3,389.00       | 5,616.00        | 13,767.00      | 4,233.00      | 31,724.00   | 25,687.17                          | 261,346.51                                                 |
| Fee (T&M)                  | \$366,659.87     | \$140,807.05    | \$1,038,442.98 | \$263,928.60  | \$713,076.04   | \$898,121.83    | \$1,843,375.47 | \$433,575.42  | \$31,724.00 | \$28,898.07                        | \$294,014.83                                               |
| Escalation (T&M)           | \$15,674.33      | \$3,764.52      | \$47,519.78    | \$18,626.10   | \$33,722.01    | \$46,447.52     | \$97,640.70    | \$18,699.11   | \$0.00      | \$0.00                             | \$0.00                                                     |
| Total Fee (T&M)            | \$382,334.20     | \$144,571.57    | \$1,085,962.76 | \$282,554.70  | \$746,798.05   | \$944,569.35    | \$1,941,016.17 | \$452,274.53  | \$31,724.00 | \$28,898.07                        | \$294,014.83                                               |

| Project Summary | Hours  | Labour         | Expense     | Subs         | Total          |
|-----------------|--------|----------------|-------------|--------------|----------------|
| Fixed Fee       | 0.00   | \$0.00         | \$0.00      | \$0.00       | \$0.00         |
| Time & Material | 34,329 | \$5,980,081.33 | \$31,724.00 | \$322,912.90 | \$6,334,718.23 |
| Total           | 34,329 | \$5,980,081.33 | \$31,724.00 | \$322,912.90 | \$6,334,718.23 |

| Task Code | Task Name                                           | Start Date | End Date   | Units |     |     |     |     |       |       |     |          |          |           |
|-----------|-----------------------------------------------------|------------|------------|-------|-----|-----|-----|-----|-------|-------|-----|----------|----------|-----------|
| 400       | Cost Estimation                                     | 2024-09-30 | 2025-12-31 |       |     |     |     |     |       |       |     |          |          |           |
| 410       | 60% Cost Estimate                                   | 2024-09-30 | 2025-12-31 |       | 232 |     |     |     |       |       |     |          |          |           |
| 420       | 90% Cost Estimate                                   | 2024-09-30 | 2025-12-31 |       | 104 |     |     |     |       |       |     |          |          |           |
| 430       | Final (100%) Cost Estimate                          | 2024-09-30 | 2025-12-31 |       | 68  |     |     |     |       |       |     |          |          |           |
| 440       | Discipline/PTL Review of Cost Estimate              | 2024-09-30 | 2025-12-31 | 6     |     | 18  |     | 10  | 12    | 18    |     |          |          |           |
| 500       | Bidding Services                                    | 2025-09-30 | 2025-12-31 |       |     |     |     |     |       |       |     |          |          |           |
| 510       | Bid Documents                                       | 2025-09-30 | 2025-12-31 | 2     |     | 6   | 80  | 2   | 4     | 54    |     |          | 5,830.00 |           |
| 520       | Pre-Bid Conference                                  | 2025-09-30 | 2025-12-31 | 4     |     | 8   | 40  | 8   |       | 16    |     | 800.00   |          |           |
| 530       | Bidders Questions-Addenda                           | 2025-09-30 | 2025-12-31 | 10    |     | 16  | 40  | 8   | 16    | 80    |     |          |          |           |
| 540       | Bid Review                                          | 2025-09-30 | 2025-12-31 | 4     |     | 8   |     | 16  | 4     | 54    |     |          |          |           |
| 550       | Conformed Documents                                 | 2025-09-30 | 2025-12-31 | 2     |     | 28  |     | 16  | 16    | 120   | 24  |          |          |           |
| 600       | SRF Funding Support                                 | 2024-09-30 | 2027-01-31 | 60    |     | 84  |     | 84  | 84    | 500   |     |          |          |           |
| 700       | Engineering Services during Construction            | 2026-01-01 | 2028-10-01 |       |     |     |     |     |       |       |     |          |          |           |
| 710       | Construction Document Management and Controls       | 2026-01-01 | 2028-10-01 |       |     |     |     |     |       | 1,500 |     |          |          |           |
| 720       | Review of Shop Drawings, Samples, and Schedule      | 2026-01-01 | 2028-10-01 | 25    |     | 605 |     | 500 | 1,075 | 3,225 | 125 |          |          | 13,700.00 |
| 730       | Requests for Information                            | 2026-01-01 | 2028-10-01 | 75    |     | 366 |     | 180 | 1,014 | 832   | 100 |          |          |           |
| 740       | Site Coordination and Meetings                      | 2026-01-01 | 2028-10-01 | 50    |     | 50  | 240 | 50  | 50    | 100   | 240 | 9,000.00 |          |           |
| 750       | Change Administration                               | 2026-01-01 | 2028-10-01 | 48    | 4   | 176 |     | 155 | 154   | 362   | 132 |          |          |           |
| 760       | Records and Operation and Maintenance Documentation | 2026-01-01 | 2028-10-01 | 16    | 12  | 88  |     | 64  | 96    | 208   | 60  |          |          |           |
| 770       | Post-Construction and Startup Support               | 2027-08-01 | 2028-10-01 | 40    |     | 80  |     | 80  | 40    |       |     | 5,000.00 |          |           |
| 780       | Record Drawings                                     | 2027-08-01 | 2028-10-01 | 4     |     | 32  |     | 56  | 36    | 184   | 96  |          |          |           |
| 790       | Review Contractor's Completion Documents            | 2028-06-01 | 2028-10-01 |       |     |     | 560 |     |       | 80    | 260 |          |          |           |
| 800       | Phase 2 Contingency                                 | 2024-09-30 | 2028-10-01 |       |     |     |     |     |       |       |     |          |          |           |
| 801       | Phase 2 Contingency                                 | 2024-09-30 | 2028-10-01 | 37    | 16  | 126 | 35  | 99  | 164   | 400   | 123 | 924.00   | 748.17   | 7,612.03  |

| Task Type       | Hours  | Labour         | Expense     | Subs        | Total          |
|-----------------|--------|----------------|-------------|-------------|----------------|
| Time & Material | 468    | \$118,917.18   | \$0.00      | \$0.00      | \$118,917.18   |
| Time & Material | 232    | \$60,873.49    | \$0.00      | \$0.00      | \$60,873.49    |
| Time & Material | 104    | \$27,301.03    | \$0.00      | \$0.00      | \$27,301.03    |
| Time & Material | 68     | \$17,846.05    | \$0.00      | \$0.00      | \$17,846.05    |
| Time & Material | 64     | \$12,896.61    | \$0.00      | \$0.00      | \$12,896.61    |
| Time & Material | 686    | \$124,200.10   | \$800.00    | \$6,558.75  | \$131,558.85   |
| Time & Material | 148    | \$29,112.91    | \$0.00      | \$6,558.75  | \$35,671.66    |
| Time & Material | 76     | \$16,380.79    | \$800.00    | \$0.00      | \$17,180.79    |
| Time & Material | 170    | \$31,607.36    | \$0.00      | \$0.00      | \$31,607.36    |
| Time & Material | 86     | \$14,690.58    | \$0.00      | \$0.00      | \$14,690.58    |
| Time & Material | 206    | \$32,408.46    | \$0.00      | \$0.00      | \$32,408.46    |
| Time & Material | 812    | \$140,080.30   | \$0.00      | \$0.00      | \$140,080.30   |
| Time & Material | 13,525 | \$2,362,376.22 | \$14,000.00 | \$15,412.50 | \$2,391,788.72 |
| Time & Material | 1,500  | \$211,711.16   | \$0.00      | \$0.00      | \$211,711.16   |
| Time & Material | 5,555  | \$942,868.91   | \$0.00      | \$15,412.50 | \$958,281.41   |
| Time & Material | 2,567  | \$460,115.70   | \$0.00      | \$0.00      | \$460,115.70   |
| Time & Material | 780    | \$152,185.00   | \$9,000.00  | \$0.00      | \$161,185.00   |
| Time & Material | 1,031  | \$188,759.84   | \$0.00      | \$0.00      | \$188,759.84   |
| Time & Material | 544    | \$99,010.18    | \$0.00      | \$0.00      | \$99,010.18    |
| Time & Material | 240    | \$59,347.16    | \$5,000.00  | \$0.00      | \$64,347.16    |
| Time & Material | 408    | \$65,656.98    | \$0.00      | \$0.00      | \$65,656.98    |
| Time & Material | 900    | \$182,721.29   | \$0.00      | \$0.00      | \$182,721.29   |
| Time & Material | 1,000  | \$176,577.03   | \$924.00    | \$9,405.23  | \$186,906.26   |
| Time & Material | 1,000  | \$176,577.03   | \$924.00    | \$9,405.23  | \$186,906.26   |

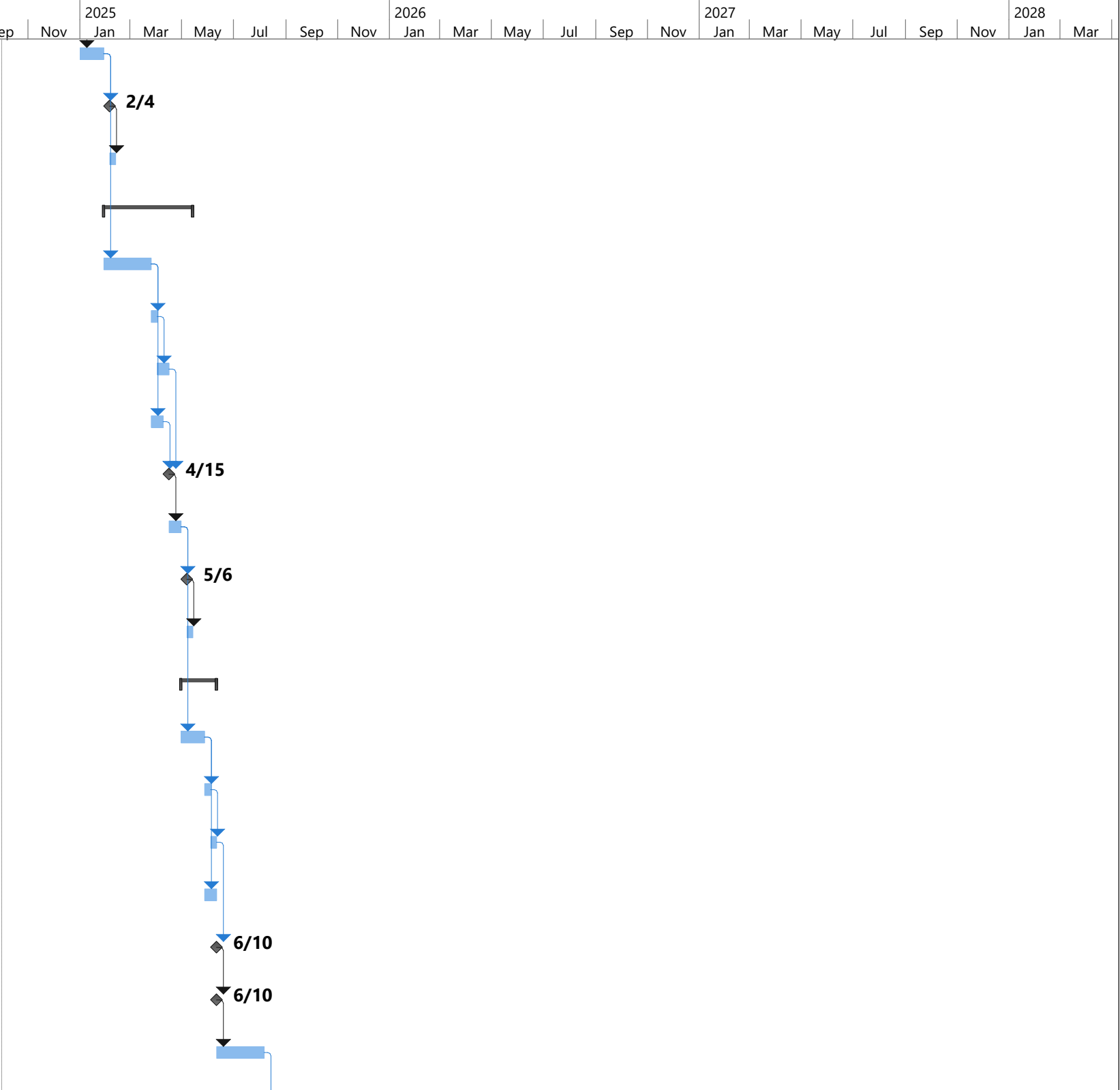




# Water Station No. 4 PFAS Treatment Facility Project Schedule



| ID | Task Name                                     | Duration       | Start              | Finish             | Predecessors | Sep | Nov | 2025 | Jan | Mar | May | Jul | Sep | Nov | 2026 | Jan | Mar | May | Jul | Sep | Nov | 2027 | Jan | Mar | May | Jul | Sep | Nov | 2028 | Jan | Mar |
|----|-----------------------------------------------|----------------|--------------------|--------------------|--------------|-----|-----|------|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|------|-----|-----|
| 21 | COV Review and Comment                        | 4 wks          | Wed 1/1/25         | Tue 1/28/25        | 20           |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |
| 22 | Tsk 381: 60% Design Review Workshop           | 0 days         | Tue 2/4/25         | Tue 2/4/25         | 21FS+1 wk    |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |
| 23 | Respond to 60% City Review Comments           | 1 wk           | Wed 2/5/25         | Tue 2/11/25        | 22           |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |
| 24 | <b>Task 320: 90% Design and Cost Estimate</b> | <b>75 days</b> | <b>Wed 1/29/25</b> | <b>Tue 5/13/25</b> |              |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |
| 25 | 90% Design Development and Permit Support     | 8 wks          | Wed 1/29/25        | Tue 3/25/25        | 21           |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |
| 26 | Tsk 352: 90% Internal QC Review               | 1 wk           | Wed 3/26/25        | Tue 4/1/25         | 25           |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |
| 27 | Incorporate 90% QC Review Comments            | 2 wks          | Wed 4/2/25         | Tue 4/15/25        | 26           |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |
| 28 | Tsk 420: 90% Design Cost Estimate             | 2 wks          | Wed 3/26/25        | Tue 4/8/25         | 25           |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |
| 29 | Submit 90% to City of Vancouver               | 0 days         | Tue 4/15/25        | Tue 4/15/25        | 27,28        |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |
| 30 | COV Review and Comment                        | 2 wks          | Wed 4/16/25        | Tue 4/29/25        | 29           |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |
| 31 | Tsk 391: 90% Design Review Workshop           | 0 days         | Tue 5/6/25         | Tue 5/6/25         | 30FS+1 wk    |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |
| 32 | Respond to 90% City Review Comments           | 1 wk           | Wed 5/7/25         | Tue 5/13/25        | 31           |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |
| 33 | <b>Task 330: Final (100%) Design</b>          | <b>30 days</b> | <b>Wed 4/30/25</b> | <b>Tue 6/10/25</b> |              |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |
| 34 | 100% Design Development and Permit Support    | 4 wks          | Wed 4/30/25        | Tue 5/27/25        | 30           |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |
| 35 | Tsk 353: 100% Internal QC Review              | 1 wk           | Wed 5/28/25        | Tue 6/3/25         | 34           |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |
| 36 | Incorporate 100% QC Review Comments           | 1 wk           | Wed 6/4/25         | Tue 6/10/25        | 35           |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |
| 37 | Tsk 440: 100% Design Cost Estimate            | 2 wks          | Wed 5/28/25        | Tue 6/10/25        | 34           |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |
| 38 | Submit 100% to City of Vancouver              | 0 days         | Tue 6/10/25        | Tue 6/10/25        | 36           |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |
| 39 | Issue 100% Documents for Permitting           | 0 days         | Tue 6/10/25        | Tue 6/10/25        | 38           |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |
| 40 | Permitting (Bldg Permit, DOH)                 | 2 mons         | Wed 6/11/25        | Tue 8/5/25         | 39           |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |     |     |     |     |      |     |     |

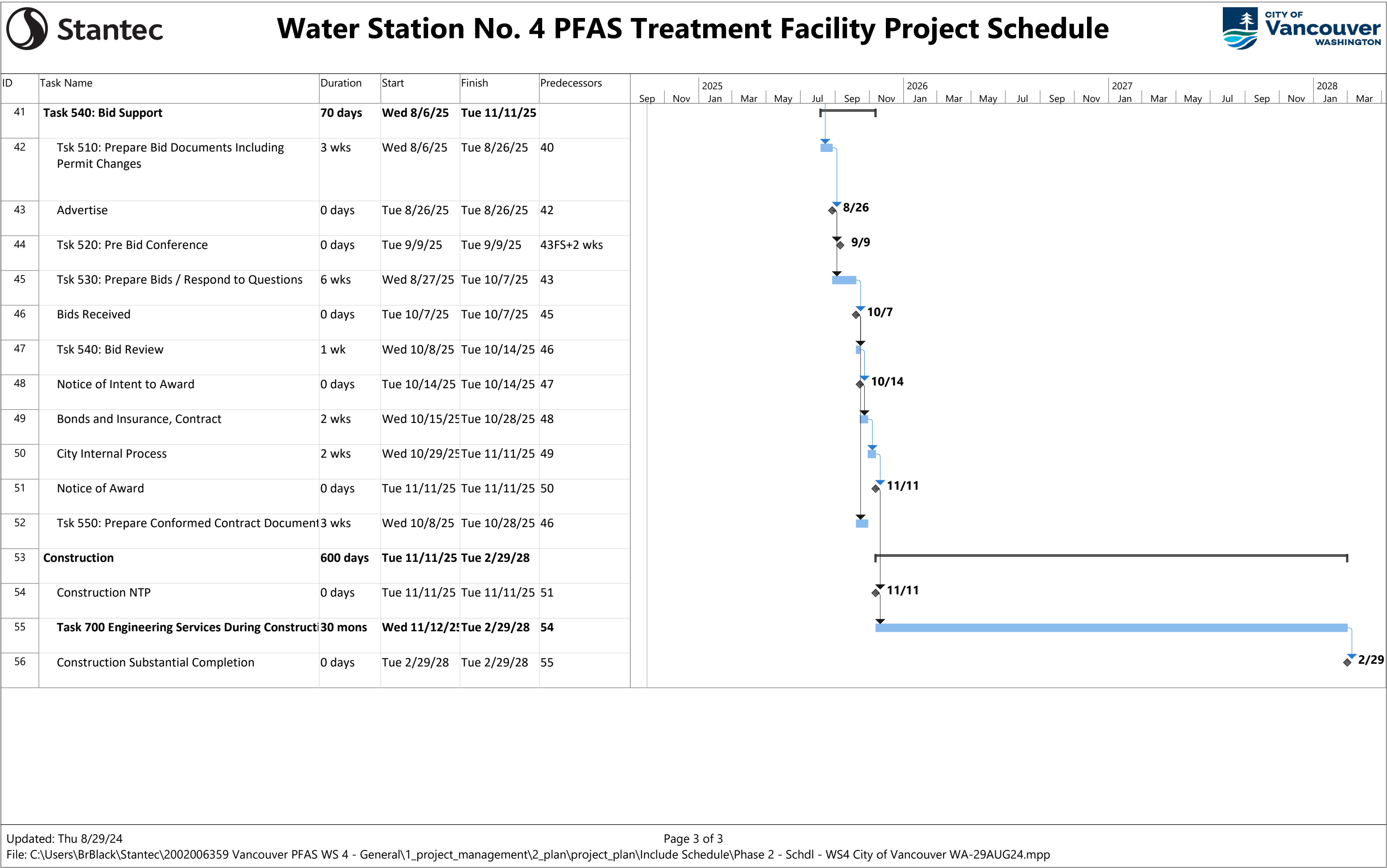


Updated: Thu 8/29/24

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**CITY OF VANCOUVER**  
**WATER STATION 4 PFAS TREATMENT SYSTEM DESIGN**  
**SERVICES AGREEMENT No. C-101597**

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 Stantec Consulting Services Inc., (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 Qualifications, numbered 71-23 (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 below and in the scope of work identified in Exhibit "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.

Contractor to provide engineering services for the Water Station 4 PFAS Treatment System Design.

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 \$615,741.12 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 below in Exhibit “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 April 1, 2024 and continue until December 31, 2026. 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. **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.
8. **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.

**9. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this 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.

**10. 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.

**11. 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.

**12. 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.

- 13. 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.
- 14. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to [www.bls.dor.wa.gov/cities/vancouver.aspx](http://www.bls.dor.wa.gov/cities/vancouver.aspx) or [www.cityofvancouver.us/businesslicense](http://www.cityofvancouver.us/businesslicense), to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 15. 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.
- 16. 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.

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

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

For the City:  
Anna Vogel  
City of Vancouver  
415 W 6<sup>th</sup> Street  
P O Box 1995  
Vancouver WA 98668-1995  
Email: [anna.vogel@cityofvancouver.us](mailto:anna.vogel@cityofvancouver.us)

For the Contractor:  
Andrew Nishihara  
Stantec Consulting Services, Inc.  
601 SW Second Ave, Suite 1400  
Portland, OR 97204-3128  
Email: [Andrew.Nishihara@stantec.com](mailto:Andrew.Nishihara@stantec.com)

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

**18. 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.

**19. 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.



- 20. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 25. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 26. BYRD ANTI-LOBBYING AMENDMENT:** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 27. PROCUREMENT OF RECOVERED MATERIALS:** Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 28. WARRANTIES:** All products shall be warranted against defects or faulty workmanship and materials by the Supplier for one (1) year following inspection and acceptance of the products by the City. Warranty shall include all costs incurred, including shipping, for repair or replacement except that which is damaged by misuse or abuse. This one-(1) year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Supplier warrants that all goods furnished under this Contract are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. If a defect is found, a component failure occurs, or workmanship is found to cause failure, the Vendor shall replace the product at their own expense, including shipping charges. Any replacement product will be warrantied for one (1) year from the date it is delivered. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Contract.
- 29. 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

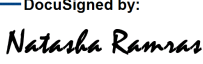
DocuSigned by:  


Eric Holmes, City Manager

4/1/2024

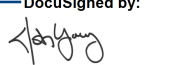
Date

Attest:

DocuSigned by:  


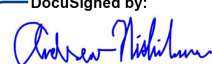
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:  


Jonathan Young, City Attorney

**CONTRACTOR:**  
Stantec Consulting Services, Inc.

DocuSigned by:  


Signature

Andrew Nishihara Principal

Printed Name /Title

3/26/2024

Date

**EXHIBIT "A"**  
**Scope of Work**

**Stantec Consulting Services Inc.**

601 SW 2nd Ave, Suite 1400  
Portland, OR 97204  
T: (503) 220-5432

**Reference: Water Station 4 PFAS Treatment System Design**  
**City of Vancouver, WA**  
**Phase 1 Scope of Work**

March 6, 2024

This scope of work describes professional engineering services to be performed by Stantec Consulting Services, Inc. ("Stantec" or "Consultant") to perform the Water Station 4 (WS-4) PFAS Treatment System Design Project ("Project").

The scope of services includes site investigations, alternatives analysis, detailed design and permitting services. The Scope of Services is divided into four Tasks which are further described in this scope of services.

Task 100 – Project Management

Task 200 – Site Investigation

Task 300 – Alternatives Analysis

Task 400 – Preliminary Design

**BACKGROUND**

The City of Vancouver (City) has established a model program to address per- and polyfluoroalkyl substance (PFAS) challenges through public/regulatory communications, feasibility/management planning, pilot testing, and design of water treatment systems for several water stations. This Scope of Services is based upon Stantec's current project understanding. WS-4 is located at 4205 E 5<sup>th</sup> Street in Vancouver, Washington 98661.

WS-4 is one of the City's larger wellfields with a current capacity of 8,500 gpm (12.2 MGD) with a plan to expand to the full water right of 10,700 gpm (15.4 MGD). The scope of this work will include development of a PFAS treatment facility, onsite sodium hypochlorite generation (OSHG), and fluoride system upgrades to the full water right. Additional work includes all piping, groundwork, buildings, structures, pavement, electrical, communications and all other relevant work to develop a complete and working system.

PFAS treatment technology includes the use of either granular activated carbon (GAC) or anion ion exchange (IX) media to adsorb PFAS components from the water to the media. The media is then disposed or regenerated. Bench and Pilot scale PFAS treatment has been conducted at WS-4 to help drive the decision-making process for the best treatment alternative for the WS-4 site. Both GAC and IX options have been evaluated.

Chemical treatment currently includes chlorine gas disinfection and fluoride saturation. As part of the RFQ, the City wishes to replace chlorine gas with OSHG and will also consider upgrading the fluoride saturator to improve operator safety and efficiency. The City standardizes on PSI-OSHG to provide

reliable and safe sodium hypochlorite solutions at well sites, but would like to evaluate other alternatives at WS-4.

This scope also includes non-design related tasks as described below. These include: Phase 2 scoping, geotechnical investigation, and assistance in identifying and complying with requirements to secure state revolving fund (SRF) funding for the project, and engineering services during construction.

To complete the scope of work, the Consultant has assembled a limited number of subconsultants to assist and complement its own internal staff and capabilities as shown in **Table 1**.

**Table 1: Consultant Team Roles**

| Role             | Company                           | Responsibility                                                                                                                                                                             |
|------------------|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Prime Consultant | Stantec Consulting Services, Inc. | Project Management, Process and Building Mechanical design, Structural design, Electrical/I&C/, Architectural Design, Funding/SRF compliance, Construction Support, Cost Estimating, QA/QC |
| Subconsultant    | Shannon and Wilson                | Geotechnical Investigations and Site Recommendations                                                                                                                                       |
| Subconsultant    | Mackay Sposito                    | Permitting, Site Civil Design, Landscape Architecture                                                                                                                                      |

#### **GENERAL PROJECT ASSUMPTIONS:**

The following key assumptions were used when determining the scope, schedule, and level of effort. These assumptions are in addition to those included in the Scope of Services.

- Stantec will provide design services for the project, including but not limited to development of contract drawings, specifications, calculations and other documents.  
Additional pilot- or bench-scale testing of treatment technologies by Consultant is not required.
- This scope of work included preliminary design. Detailed and final design and construction support services will be addressed in subsequent contract amendments.
- Acoustical or sound services are not included.
- Site illumination modeling is not included.
- Submittals will be in electronic format unless as noted.

#### **City Provided Services:**

- Site survey and preparation of basemap with horizontal and vertical datum for site and treatment improvements, including:
  - Existing buildings' exterior and roof overhangs
  - Property parcel, right-of-way boundaries
  - Location of existing site underground utilities
  - Location of existing utilities in the right-of-way
  - Existing stormwater manholes in right-of-way
  - DTM/TIN surface with elevations
  - Existing trees 6" diameter breast height (DBH) and greater on City property and adjacent properties where canopy overhangs City property and root zone that could be impacted by improvements
  - Sewer manhole on NE 76<sup>th</sup> Circle, owned by Clark Regional Wastewater District (CRWWD), and properties in adjacent right-of-way
  - City to survey location and elevation of geotechnical borings in a second trip
  - City will located and mark water utilities on the site

- City will locate all other utilities onsite or coordinate with other utilities for locates if there are other non-City owned utilities in an easement through the site
- City will pothole critical water utilities on the site if required
- City to provide site survey basemap in Autodesk Civil 3D format
- Outreach and notification as required for SEPA
- City will make its facilities accessible to Stantec as required for Stantec's performance of its services.
- City will give prompt notice to Stantec when City observes or becomes aware of developments that affect the scope or timing of Stantec's services, or of defects in the work of Stantec
- City will participate in regularly scheduled project status meetings
- City will provide pilot-testing information
- Permitting will be assisted by the City and/or Contractor
- City will provide a compiled set of comments on draft deliverables

## **TASK 100 – PROJECT MANAGEMENT**

The intent of this Task is to manage task and phase budgets, schedule, staffing, and coordinate project progress. Stantec will coordinate meetings, discussions, and correspondence with the City. Specific project management activities include:

- Manage scope, budget, schedule, and staff for contracted services.
- Manage labor expenditures against budgetary amounts and anticipated progress.
- Meet with the City's PM weekly to discuss overall scope, schedule and budget. Project meeting will be up to one hour in length, each.
- Submit project progress reports and invoices monthly.
- Monitor and report any activities that may result in scope changes, expansion, or deletion, as well as any activities that may alter the project approach.
- Maintain action, decision and change logs.
- Participate in periodic and regular meetings with City staff.
- Project Kickoff meeting (one hour) and site visit
- Project Manager to participate in pre-application meetings and subsequent coordination meetings for land use process

This task also includes development of scope, fee, and schedule for Phase 2 work, which will include the following:

- Detailed design
- Bidding services
- Permitting support
- Engineering services during construction (ESDCs)
- Construction management (optional)

### ***Deliverables:***

- Monthly Project schedule updates
- Monthly Invoices and Progress Reports
- Minutes for kickoff and regular progress meetings
- Minutes for land use pre-application meeting
- Draft and final scope of work, fee estimate, and schedule for Phase 2 work

### ***Assumptions:***

- Anticipated Phase 1 duration is 4 months
- All deliverables will be in both PDF and Word format, as applicable
- With exception of site visits and workshops, meetings will be virtual

## **TASK 200 – SITE INVESTIGATION**

Stantec and its team of subconsultants will investigate the WS-4 site to compile a detailed picture of the existing conditions. The site investigation will include site survey, geotechnical investigation and permitting support and will be split up into the following subtasks:

### ***Task 210: SRF Requirements and Permitting***

The purpose of this task is to identify any requirements for obtaining outside funding, including drinking water state revolving fund (DWSRF) and other potential funding sources identified by the City. The following activities will be performed to support compliance:

- Development of a high-level plan for achieving compliance, out-lining requirements, deadlines, and responsible parties
- Track requirements and deadlines

Stantec's team will complete a Draft SEPA Environmental Checklist during the preliminary design phase of the project based on the 30% design drawings. The following activities will be conducted for SEPA compliance:

- Conduct research and use information from field investigations for other tasks to complete a Draft SEPA Environmental Checklist for the project's preliminary design.
- Prepare the Draft SEPA Environmental Checklist using the City of Vancouver's template, which is formatted to include the required information Stated in WAC 197-11-960 and address subject areas including Earth, Air, Water, Plants, Animals, Energy and Natural Resources, Environmental Health, Noise, Land and Shoreline Use, Housing, Aesthetics, Light and Glare, Recreation, Historic and Cultural Preservation, Transportation, Public Services, and Utilities.
- Attend virtual coordination meetings for SEPA determination as required by City staff

Stantec's team will also conduct an onsite wetland and fish and wildlife habitat conservation areas critical areas assessment, including an Oregon white oak functional assessment. The team will also determine any onsite buffers and provide them as a CAD file for inclusion in the base mapping (if identified), and provide a critical areas report.

Stantec's team will prepare a Pre-Application Conference application package and attend the virtual Pre-Application Conference. The application package will include a narrative, a site plan, and architectural support as required.

### ***Deliverables:***

- SRF Compliance Plan
- Draft SEPA checklist
- Two (2) GIS figures to accompany the SEPA checklist and to meet submittal requirements.
- Pre-Application Conference application package meeting City of Vancouver submittal requirements
- Participation by two additional Stantec team members at pre-application meeting
- Draft and final critical areas report that meets City of Vancouver code requirements which could be used to support future phase permitting efforts.
- Site mapping showing restricted buffer areas if found.

### ***Assumptions:***

- SRF funding requirements will be incorporated into specifications
- City will complete quarterly funding compliance reporting
- SEPA Environmental Checklist will be finalized in final design (Phase 2) of the project
- NEPA will be addressed in Phase 2, if needed
- City will prepare and publish a Determination of Non-Significance, based on the Final SEPA Checklist (prepared in Phase 2), if warranted

- No Environmental Impact Statement will be required to satisfy SEPA review/documentation for the project.
- Cultural resources investigations and wetland delineation results will be summarized in the Draft SEPA Checklist
- Cultural resources investigations (provided by City) and wetland and fish wildlife habitat area critical area results will be summarized in the draft SEPA checklist
- Critical area field work can be completed by two biologists in one day
- Critical area boundaries, including the drip line of all onsite Oregon white oak(s), will be collected by City of Vancouver survey staff. No GPS of boundaries is included.
- Critical area impact assessments and mitigation planning is not included in this phase
- Washington Department of Health (DOH) will be responsible for submitting DAHP/Tribal notifications
- Public notices will be issued by City, and SEPA determination will be made by City as part of the land-use process
- The City will pay all jurisdictional submittal and review fees

### ***Task 220: Geotechnical Investigation***

The purpose of this task is to conduct a geotechnical study used to develop design parameters for the project. Work will include field drilling, soil sampling, laboratory analysis and development of a geotechnical report. The geotechnical report will consist of recommendations for foundations for equipment and assist in seismic analysis of the structures. The following activities will be performed:

- Attend project kickoff meeting with City to identify limits of field investigations.
- Plan geotechnical borings and investigation:
  - Review existing soils data in the site vicinity and the proposed site configuration to develop a subsurface exploration plan that includes up to two geotechnical drilled borings and two cone penetration (CPTs). Based on a preliminary review of the mapped geology at the site, the borings and CPTs will be advanced to depths between 30 and 70 feet below the existing ground surface at the site or practical refusal using CPT or mud rotary drilling methods.
  - If DWSRF funding is used, a geotechnical site investigation work plan will be provided by Stantec and submitted by the City to DOH prior to the geotechnical investigation.
- Monitor boring work.
- Develop a laboratory testing program based on the results of the geotechnical borings and CPTs. The following tests are included as part of the scope:
  - 6 moisture content determinations (ASTM D2216)
  - 2 sieve with hydrometer analyses (ASTM D422)
  - 2 fines content determinations (ASTM D1140)
  - 4 Atterberg limits tests (ASTM D4318)
  - 2 one-dimensional consolidation tests (ASTM D2435)
  - Corrosion testing on two samples (DIPRA plus chlorides).
- Request utility-locates and pre-mark.
- Two days of field work is anticipated. If shallow rock is encountered, a maximum of 10 feet of rock core will be recovered in one of the boring.
- Install a vibrating wire piezometer and to monitor groundwater levels.
- Perform geotechnical analysis and provide recommendations to support:
  - Settlement estimates due to site filling and loading from new site structures
  - Global stability analysis of slopes or retaining walls as required
  - Building foundations including both shallow and deep foundations (if required)
  - Backwash/IX Flush Tank foundation
  - Meter vault subgrade/backfill/shoring/lateral earth pressures (including traffic surcharge pressures)/conceptual dewatering alternatives
  - Pipe bedding/backfill/conceptual shoring and dewatering alternatives
  - Pavement design
- Prepare a geotechnical data report (GDR) containing the boring logs, CPTs, and the results of the laboratory testing.



- Evaluate the seismic hazards including the determination of the seismic site class, and potential for liquefaction and lateral spread to the depths explored in borings and CPTs, and the potential for surface fault rupture.
- Prepare a geotechnical engineering report (GER) containing the results of the geotechnical analyses to support design development and City of Vancouver permitting process.

### ***Deliverables***

- Draft and final geotechnical site investigation work plan if required by the City for DWSRF funding
- Draft and final Geotechnical Design Report
- Draft and final Geotechnical Data Report

### ***Assumptions:***

- City staff will coordinate access to the WS-4 site.
- No contamination is expected to be encountered and soils will be disposed of at a site that accepts clean fill.
- Two CPTs will be advanced to a maximum depth of 50 feet below the existing ground surface.
- Traffic loads will be provided by others for pavement design.
- Structures will have a period of less than 0.5 seconds, and Stantec's subconsultant will provide a code-based design spectrum. No site-specific design spectrum will be required.
- If liquefaction is identified as a potential hazard Stantec's team will provide conceptual mitigation strategies and recommendations and recommendations for shallow and deep foundations (if required).
- If required, dewatering and shoring evaluations will be conceptual in nature and the final design will be performed by the construction contractor and design professionals retained by the contractor
- Stantec will not retain a private conductive utility locate in addition to calling in a public utility locate, and the City will be responsible for locating utilities and any utility strikes that occur in areas cleared by the City
- Any permit fees required by drilling will be paid by the City
- New structures will not be buried greater than 10 feet in depth
- All removed soils will be non-hazardous.
- Test pits will be backfilled, compacted and returned to the condition they were in previously.
- The dog park will be temporarily closed during the geotechnical investigation depending on the location of the borings.

### ***Task 230: Review Site Background Information***

This task will collect and review background information, if available:

- City will provide best available existing site plans which include the electrical service location and other utilities; and data communication.
- Record drawings for existing WS-4 facilities for all design disciplines
- Buried utility maps
- Existing supervisory control and data acquisition (SCADA) communication infrastructure
- Pump curves for installed pumps
- Water quality data for WS-4
- Existing Geotechnical Report(s)

### ***Assumptions:***

- The City will provide the requested information that is available within 10 working days of request in electronic format.

## **TASK 300 – PRELIMINARY DESIGN**

The purpose of this task is to review the existing pilot data, evaluate PFAS treatment alternatives, review record drawings, the geotechnical report, and site survey to produce a conceptual site design and layout. Task 300 will be split up into the following subtasks:

### ***Task 310: Virtual Site Tours***

This task will be to provide virtual tours of the following facilities:

- Facilities with similar sized OSHG systems with manufacturers other than PSI Microchlor to provide operator experience with alternate systems
- PFAS treatment facilities using anion exchange

Following the tours, Consultant will lead a debrief meeting to discuss lessons learned and any resulting project decisions.

#### ***Deliverables:***

- Tour and meeting notes

#### ***Assumptions:***

- Up to (2) virtual tours will be provided

### ***Task 320: Treatment Selection***

This task will be developed to review existing data from the pilot performed at WS-4 and select a treatment alternative based on a granular activated carbon (GAC) or anion ion exchange (IX) treatment media for PFAS removal. Historical water quality will also be reviewed. A planning level capital and operations and maintenance (O&M) cost comparison between GAC and IX will be provided, along with a evaluation of flexibility switch treatment media in the future. The selection of treatment media will drive design of the treatment system layout. Stantec will meet with the City in a workshop to review previous findings or assumptions (if any) and will discuss pro and cons for each treatment methodology. Stantec will summarize the team's findings in a brief technical memorandum describing the selected treatment alternative with companion evaluation and selection criteria.

#### ***Deliverables:***

- Draft and Final Preliminary Alternatives Analysis and Treatment Selection Workshop agenda and minutes
- Draft and Final Alternatives Analysis and Treatment Selection Technical Memorandum

#### ***Assumptions:***

- None

### ***Task 330: Treatment Configuration / Location / Hydraulic Analysis***

This task includes a location and hydraulics analysis, summary, and considerations with selection of the preferred alternative. Evaluation will include existing / proposed system hydraulics to provide the suggested location of the treatment vessels. The new PFAS treatment vessels can be located downstream of either the wellhead pumps or the booster pumps. Depending on the location of the treatment vessels, either the wellhead pumps or the booster pumps may be required to be upgraded to account for the increased headloss through the pressure vessels. If the treatment vessels are located downstream of the booster pumps, higher pressure ratings may be required for the treatment vessels. Treatment location effects on water quality including chlorine contact time will also be evaluated along with operations of surge relief valves downstream of the booster pumps. Stantec will analyze the system hydraulics for these two alternatives. Other alternatives to be reviewed include site configuration,

architecture, backwashing, and level of automation. The evaluation will be summarized in a technical memorandum.

***Deliverables:***

- Draft and final Treatment Location and Hydraulics workshop agendas and minutes
- Draft and final Treatment Location and Hydraulics Technical Memorandum
- Proposed site plan renderings
- Preliminary drawings including the following:
  - Process flow diagram
  - Site plans with renderings

***Assumptions:***

- None

***Task 340: Pre-Purchase Evaluation***

In order to meet the upcoming Federal MCL, Stantec will evaluate pre-purchasing key equipment including:

- PFAS treatment equipment
- Electrical equipment including generators and switchgear
- Confirm documentation required for pre-purchasing equipment and integrate federal requirements into any pre-purchasing approaches

Stantec will evaluate the project schedule and coordinate with vendors to identify any equipment that should be pre-purchased in order to meet the construction schedule. Stantec will summarize the findings in a technical memorandum and review with the City in a workshop setting.

***Deliverables:***

- Draft and Final Pre-Purchase Evaluation workshop agenda and minutes
- Draft and Final Pre-Purchase Evaluation Technical Memorandum

***Assumptions:***

- Development of pre-purchase documents or providing bid support would be included as part of Phase 2, if required

***Task 350: OSHG and Fluoride Operations Evaluation***

WS-4 has an existing building used for gaseous chlorine and fluoride storage and feed. Both systems will be replaced with this project, with the gas chlorine being upgraded to OSHG. These systems will be co-located in a new building. The following components will be evaluated for the new fluoride saturator feed system:

- System sizing
- Containment
- Ventilation requirements

For the new OSHG system the City would like to evaluate available vendors capable of supplying a large system for WS4. The following components will be evaluated:

- System sizing
- Manufacturer/available systems
- Operations and maintenance history and repair availability
- Containment
- Ventilation requirements

Stantec will present the results of the evaluation in a workshop setting. Decisions made in the workshop will be incorporated into the 30% design deliverables.

***Deliverables:***

- Draft and Final OSHG and Fluoride Operations workshop agenda and minutes

***Assumptions:***

- None

***Task 360: Conceptual Design Layout***

This task will establish the proposed site layout to be used during 30% design. This will involve the following activities:

- Perform preliminary selection of treatment equipment
- Develop conceptual layouts, preliminary access road and pipeline alignments.
- Discuss equipment preferences, such as valves and instruments
- Determine methods for equipment access
- Develop approach for construction phasing
- Methods for future expansion
- Design Workshop with the City to discuss general layout and site related considerations.

***Deliverables:***

- Design Workshop
- Conceptual layout sketches for WS-4 improvements

***Assumptions:***

- Design Workshop will be a 2-hour meeting.
- Conceptual layouts will be sketches on the existing site plan.

**TASK 400 – PRELIMINARY DESIGN**

***Task 410: Project Engineering Report***

A project engineering report (PER) will be developed to include and meet DOH requirements. The purpose of this task is to provide a basis for the project design in line with the selected PFAS treatment media, fluoride and OSHG systems; including development of design criteria, discipline coordination, preliminary calculations, and decisions. Key project decisions will be made and confirmed through a series of design workshops. The Consultant will provide meeting agendas, facilitate the workshops, and then record decisions and action items in logs. At the end of this phase, the meeting records would be compiled and submitted to document the basis for the PER. Activities for this task include:

- Develop design criteria and establish relevant codes for all disciplines.
- Develop CAD Standards
- Provide a list of anticipated drawings and specifications
- Research required frontage improvements along adjacent streets
- Perform Stantec's Quality Assurance and Quality Control (QA/QC) review
- Conduct Pre-Design review meeting (workshops), including:
  - Site layout based on the Alternatives Analysis in Task 310
  - Site Geotechnical and Civil
  - Review of underground utilities, site access, storage, chemical and treatment media delivery routes, and site security
  - Instrumentation and Control; site electrical.
  - Building configuration, occupied space needs (bathrooms, offices, etc.) interior egress routes, and architectural treatments

- Key decisions will include:
  - Process mechanical design concepts, including PFAS treatment system, wash water handling, and piping and discussion of pumps and motors, piping and valves;
  - Building mechanical criteria for ventilation, heating and cooling for equipment rooms, and fire suppression system review
  - Structural criteria, including codes and standards, design loads, seismic design requirements, safety factors, and materials.
  - Electrical criteria and concepts, including power supply, site lighting, equipment, telemetry, and controls.
  - Instrumentation and control (I&C) level of automation, instruments and hardware, local and remote networking with existing SCADA.
  - Preliminary construction sequencing plan
  - Equipment layout on the site

***Deliverables:***

- Draft and final Preliminary Engineering Report
- Draft and final workshops' minutes and agenda

***Assumptions:***

- The City will contract separately with its preferred system integrator. The City's system integrator will participate in design meetings and prepare the control system design.
- The City will submit the PER to DOH for approval.
- The existing Water System Plan contains sufficient up-to-date information that can be extracted to meet DOH requirements for the PER.

***Task 420: 30% Design and Opinion of Probable Construction Cost***

This task will continue to identify and resolve design decisions. 30% level drawings will be developed to convey and document the design concept. This subtask will be accomplished through a series of activities to include:

- Design management and coordination
- Site visit by key disciplines
- Develop design criteria and establish relevant codes for all disciplines.
- Coordinate with equipment and material manufacturers and obtain product data.
- Develop an equipment tag numbering scheme.
- Prepare a building information model (BIM) representing the design with 3-dimensional visualization to a 30% completion level.
- Prepare equipment and instrumentation lists.
- Prepare site drawings to a 30% completion level.
- Prepare a list of specifications for the project.
- Perform Stantec's Quality Assurance and Quality Control (QA/QC) review.
- Meet with City to review the Building Information Model and drawings.
- Respond to comments made by City and meet to resolve comments and responses.
- Process Mechanical: develop treatment system designs, draft specifications, and 3D design models for PFAS and chemical systems.
- Civil: Develop preliminary site layout with construction staging, yard piping, site grading and drainage, new pavement, drainage plan, 30% civil sheets (up to 6) with enough detail so that they can be used to start the Land Use process (if required)
- Landscape: develop materials to support permit pre-application meetings, prepare landscape plan, planting plan, tree plan.
- Structural: evaluate geotechnical investigation results, establish site class for seismic resiliency, provide preliminary design of structures, conform to IBC 2018 and ASCE 7-16 codes

- Architecture: propose building materials, develop code review, provide materials for land use pre-application meeting including renderings and description, support public outreach, design for energy code.
- Building mechanical: determine needed systems and design criteria for plumbing, HVAC, and fire protection. No drawings are anticipated.
- Instrumentation & Control (I&C): establish desired level of automation and City preferences for I&C, identify communication requirements for new treatment system integration with City's existing SCADA system, identify electronic security preferences, develop control description and drawings: communication network, Process & Instrumentation Diagrams.
- Electrical: conduct site visit, establish power requirements for site improvements, propose power improvements, evaluate standby power needs, prepare power one-line diagram.
- 30% drawings will be used to develop a Class 5 cost estimate.

***Deliverables:***

- 30% design drawings in both PDF and DWG format
- Specifications table of contents
- 30% design workshop minutes and agendas
- Association for the Advancement of Cost Engineering (AACE) Class 5 level cost estimate

***Assumptions:***

- City staff will provide review comments in a workshop setting.
- The 30% drawings will not be revised based on City comment. Stantec will prepare a comment-response log and review responses with the City. The comment-response log will be used to start the 60% design drawings and be integrated into the design during Phase 2.
- Drawings will be prepared using Stantec CAD standards with the exception of the cover sheet. A combination of Revit and AutoCAD version 2022 will be used.
- A maximum of 64 drawings are anticipated.
- No changes to pedestrian and vehicular access to the existing buildings are required.
- The City will provide a list of any preferred manufacturers of equipment.
- Street improvements in the ROW, curb and gutter, a driveway, or pavement are not required.
- The following are not required under Phase 1: SWPPP, drainage Technical Information Report, stormwater treatment BMPs for site runoff, detention, storm drain improvements in the ROW, or extensive stormwater quality treatment.
- PFAS backwash supply will be provided directly from the distribution system.
- The City will provide power consumption records for the site for last two years.

***Task 430: DOH Engagement and Coordination***

Coordinate meeting with DOH, City, and Stantec during the preliminary design phase as the PER is being submitted to review project design criteria and to familiarize DOH with the overall approach.

***Deliverables:***

- One virtual meeting with DOH, City, and Stantec attended by up to three Stantec team members
- Meeting agenda and minutes

***Assumptions:***

- One virtual meeting with DOH, City, and Stantec attended by up to three Stantec team members
- Meeting agenda and minutes

***Task 440: Public Outreach***

Stantec communications support team to provide City public outreach materials or support council presentations with graphics and project highlights.

***Deliverables:***

- One site graphic and site rendering
- One project handout type document

***Assumptions:***

- In person attendance at council meeting is not included
- Support limited to 40 hours for Phase 1

**TASK 800 – UNANTICIPATED SERVICES**

***Task 810: Phase 1 Unanticipated Services***

Provide budget allowance for potential additional work requested by the City. No work will be completed under this task without written approval and direction from the City. The budgeted amount for unanticipated services is as provided in Attachment D.

***Deliverables:***

- To be determined

***Assumptions:***

- Stantec will prepare a change request describing each additional and identifiable task under this allowance. The change request will include a short description of the added scope with budget to be authorized prior to proceeding, unless otherwise directed in writing by the City.
- City to provide direction and authorization for requested additional work, if needed

**DESIGN FEE**

All work described in this Scope of Services will be performed for a not-to-exceed price of \$615,741.12 as shown in Attachment D.

**ADDITIONAL ATTACHMENTS**

Provided attachments are as follows; note that this Scope of Services for Phase 1 is Attachment A:

- Attachment B – Preliminary Drawing List
- Attachment C – Draft Schedule
- Attachment D – Fee

Regards,

**Stantec Consulting Services Inc.**



**Andrew Nishihara, PE, ENV SP**

Project Manager

Phone: (503) 220-5432

andrew.nishihara@stantec.com

## Attachment B

## Phase 1 - Preliminary Drawing List

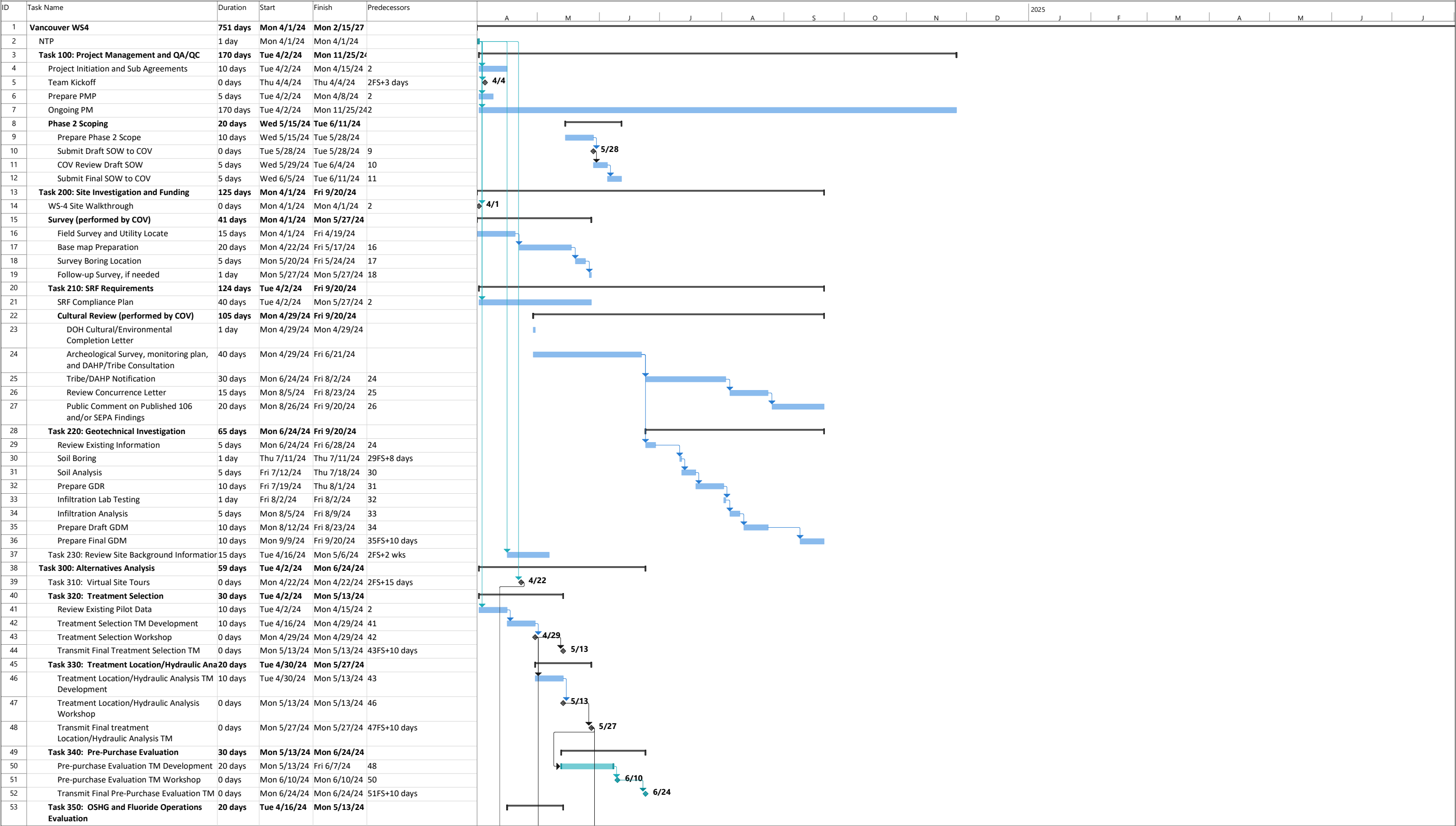
| #                         | Discipline | Sheet No. | Name                                |
|---------------------------|------------|-----------|-------------------------------------|
| <b>General</b>            |            |           |                                     |
| 001                       |            | 00G-001   | Cover Page                          |
| 002                       |            | 00G-002   | Drawing Index                       |
| 003                       |            | 00G-003   | Location Plan and Key Plan          |
| 004                       |            | 00G-004   | WTP Isometric View                  |
| 005                       |            | 00G-005   | Process Flow Diagram                |
| 006                       |            | 00G-006   | Hydraulic Profile - Main Process    |
| 007                       |            | 00G-007   | Symbols and Abbreviations           |
| 008                       |            | 00G-008   | Pipe Schedule - Fluid Abbreviations |
| 009                       |            | 00G-009   | Pipe Schedule - Materials           |
| <b>Civil</b>              |            |           |                                     |
| 010                       |            | 00C-001   | General Notes and Design Criteria   |
| 011                       |            | 00C-101   | Site Layout                         |
| 012                       |            | 00C-102   | Site Grading and Paving Plan        |
| 013                       |            | 00C-103   | Site Stormwater Plan                |
| 014                       |            | 00C-104   | Site Erosion Control Plan           |
| 015                       |            | 00C-301   | Yard Piping                         |
| 016                       |            | 00C-302   | Site Sections                       |
| <b>Landscape</b>          |            |           |                                     |
| 017                       |            | 00L-001   | General Notes                       |
| 018                       |            | 10L-101   | Planting Plan                       |
| <b>Architecture</b>       |            |           |                                     |
| 019                       |            | 00A-001   | General Notes and Schedules         |
| 021                       |            | 20A-101   | Floor Plan                          |
| 022                       |            | 20A-201   | Elevations                          |
| 024                       |            | 20A-901   | Renderings                          |
| 025                       |            | 30A-101   | Floor Plan                          |
| 026                       |            | 30A-201   | Elevations                          |
| 028                       |            | 30A-901   | Renderings                          |
| <b>Structural</b>         |            |           |                                     |
| 029                       |            | 00S-001   | General Notes and Design Criteria   |
| 030                       |            | 20S-101   | Plan                                |
| 034                       |            | 30S-101   | Plan                                |
| <b>Process Mechanical</b> |            |           |                                     |
| 038                       |            | 00D-001   | Valve & Equipment Schedules - 1     |
| 039                       |            | 00D-002   | Valve & Equipment Schedules - 2     |
| 040                       |            | 00D-501   | Mechanical Details - 1              |
| 041                       |            | 00D-502   | Mechanical Details - 2              |
| 042                       |            | 00D-503   | Mechanical Details - 3              |
| 043                       |            | 20D-102   | Plan                                |
| 044                       |            | 20D-102   | Details                             |
| 045                       |            | 20D-301   | Sections                            |
| 046                       |            | 20D-302   | Sections                            |
| 047                       |            | 30D-101   | Plan                                |
| 048                       |            | 30D-301   | Details                             |
| 049                       |            | 30D-101   | Sections                            |
| 050                       |            | 30D-102   | Sections                            |
| 051                       |            | 30D-301   | Sections                            |
| <b>HVAC</b>               |            |           |                                     |
| 052                       |            | 00M-001   | Symbols, Notes and Abbreviations    |
| 055                       |            | 20M-101   | Plans                               |
| 056                       |            | 30M-101   | Plans                               |



| #   | Discipline                           | Sheet No. | Name                                 |
|-----|--------------------------------------|-----------|--------------------------------------|
|     | <b>Plumbing</b>                      |           |                                      |
| 057 |                                      | 00P-001   | Symbols, Notes and Abbreviations     |
| 058 |                                      | 00P-002   | Standard Details - 1                 |
|     | <b>Electrical</b>                    |           |                                      |
| 061 |                                      | 00E-601   | Single Line Diagram - 1              |
| 062 |                                      | 20E-101   | Electrical Plans - 1                 |
|     | <b>Instrumentation &amp; Control</b> |           |                                      |
| 065 |                                      | 00I-001   | Symbols, Legends & Abbreviations - 1 |
| 066 |                                      | 00I-002   | Symbols, Legends & Abbreviations - 2 |
| 067 |                                      | 00I-003   | Symbols, Legends & Abbreviations - 3 |
| 068 |                                      | 00I-018   | SCADA Architecture - 1               |
| 069 |                                      | 00I-019   | SCADA Architecture - 2               |
| 070 |                                      | 20I-601   | P&ID - Chem Feed - 1                 |
| 071 |                                      | 20I-602   | P&ID - Chem Feed - 2                 |
| 072 |                                      | 30I-603   | P&ID - GAC/IC - 1                    |
| 073 |                                      | 30I-604   | P&ID - GAC/IC - 2                    |
| 074 |                                      | 30I-605   | P&ID - GAC/IC - 3                    |
| 075 |                                      | 30I-606   | P&ID - GAC/IC - 4                    |
| 076 |                                      | 30I-607   | P&ID - GAC/IC - 5                    |
| 077 |                                      | 30I-608   | P&ID - Pumps - 1                     |
| 078 |                                      | 30I-609   | P&ID - Pumps - 2                     |



WS4 PFAS Treatment Facility Draft Design Schedule





CITY OF  
**Vancouver**  
WASHINGTON

Schdl - Vanc WS4 Design.mpp  
Mon 2/26/24



Attachment D  
Fee - WS4 PFAS  
03/06/2024

|                            | PIC          | Project Manager   | Design Manager | Quality Reviewer | PFAS SME          | PFAS SME      | PFAS SME       | Structural Lead  | Funding Lead | Civil Reviewer   | Architectural Lead | HVAC Lead                |
|----------------------------|--------------|-------------------|----------------|------------------|-------------------|---------------|----------------|------------------|--------------|------------------|--------------------|--------------------------|
| Name                       | Black, Bryan | Nishihara, Andrew | Odell, Adam    | Price, Michael   | Jacangelo, Joseph | Capelle, Ryan | Hadacek, Tyler | Perkins, Matthew | Pugel, Kim   | Kittredge, Chris | Sanchez, Eric      | Saptarishy, Shivani Amol |
| Project Billing Rate (T&M) | \$287.22     | \$200.96          | \$205.33       | \$391.17         | \$408.83          | \$229.83      | \$214.89       | \$217.58         | \$164.65     | \$270.42         | \$183.06           | \$133.40                 |
| Total Units (T&M)          | 164.00       | 260.00            | 232.00         | 28.00            | 12.00             | 30.00         | 12.00          | 92.00            | 12.00        | 60.00            | 132.00             | 68.00                    |
| Fee (T&M)                  | \$47,104.08  | \$52,249.60       | \$47,636.56    | \$10,952.76      | \$4,905.96        | \$6,894.90    | \$2,578.68     | \$20,017.36      | \$1,975.80   | \$16,225.20      | \$24,163.92        | \$9,071.20               |

| WBS Code | Task Name                      | Start Date | End Date   | Units |       |        |       |      |      |      |       |      |       |        |       |
|----------|--------------------------------|------------|------------|-------|-------|--------|-------|------|------|------|-------|------|-------|--------|-------|
| 1        | Project Management             | 2024-04-01 | 2024-08-31 | 32.00 | 64.00 | 32.00  |       |      |      |      |       |      |       |        |       |
| 2        | Site Investigation             | 2024-04-01 | 2024-08-31 |       |       |        |       |      |      |      |       |      |       |        |       |
| 2.1      | SRF Requirements & Permitting  | 2024-04-01 | 2024-08-31 |       | 2.00  | 2.00   |       |      |      |      |       | 8.00 | 8.00  | 4.00   |       |
| 2.2      | Geotechnical Investigation     | 2024-04-01 | 2024-08-31 | 2.00  | 2.00  | 2.00   |       |      |      |      | 4.00  |      |       |        |       |
| 2.3      | Review Site Background Info    | 2024-04-01 | 2024-08-31 | 2.00  | 8.00  | 8.00   |       |      |      |      |       |      |       |        |       |
| 3        | Alternatives Analysis          | 2024-04-01 | 2024-06-30 |       |       |        |       |      |      |      |       |      |       |        |       |
| 3.1      | Virtual Site Tours             | 2024-04-01 | 2024-06-30 | 4.00  | 4.00  | 4.00   |       |      |      |      |       |      |       |        |       |
| 3.2      | Treatment Selection            | 2024-04-01 | 2024-06-30 | 8.00  | 16.00 | 8.00   | 2.00  | 8.00 | 8.00 | 8.00 |       |      |       |        |       |
| 3.3      | Treatment Location             | 2024-04-01 | 2024-06-30 | 6.00  | 8.00  | 4.00   |       | 4.00 | 4.00 | 4.00 |       |      |       |        |       |
| 3.4      | Pre-Purchase Eval              | 2024-04-01 | 2024-06-30 | 8.00  | 12.00 | 12.00  |       |      | 4.00 |      |       |      |       |        |       |
| 3.5      | OSHG and Fluoride Eval         | 2024-04-01 | 2024-06-30 | 8.00  | 12.00 | 12.00  | 4.00  |      |      |      |       |      |       |        |       |
| 3.6      | Conceptual Design Layout       | 2024-04-01 | 2024-06-30 | 6.00  | 8.00  | 8.00   | 2.00  |      | 2.00 |      |       |      | 8.00  |        |       |
| 4        | Preliminary Design             | 2024-06-01 | 2024-08-31 |       |       |        |       |      |      |      |       |      |       |        |       |
| 4.1      | Preliminary Engineering Report | 2024-06-01 | 2024-08-31 | 24.00 | 40.00 | 40.00  | 4.00  |      | 4.00 |      | 8.00  | 4.00 | 4.00  | 8.00   | 8.00  |
| 4.2      | 30% Design                     | 2024-06-01 | 2024-08-31 | 60.00 | 80.00 | 100.00 | 16.00 |      | 8.00 |      | 80.00 |      | 40.00 | 120.00 | 60.00 |
| 4.3      | DOH Engagement & Coordination  | 2024-06-01 | 2024-08-31 | 2.00  | 2.00  |        |       |      |      |      |       |      |       |        |       |
| 4.4      | Public Outreach                | 2024-06-01 | 2024-08-31 | 2.00  | 2.00  |        |       |      |      |      |       |      |       |        |       |
| 8        | Unanticipated Services         | 2024-04-01 | 2024-08-31 |       |       |        |       |      |      |      |       |      |       |        |       |
| 8.1      | Phase 1 Unanticipated Services | 2024-04-01 | 2024-08-31 |       |       |        |       |      |      |      |       |      |       |        |       |

Subconsultants are subject to 12.5% G&A fee

|                                    |                              |                        |                         |                              |                         |                      |                                     |                       |                           |                 |                             |                             |
|------------------------------------|------------------------------|------------------------|-------------------------|------------------------------|-------------------------|----------------------|-------------------------------------|-----------------------|---------------------------|-----------------|-----------------------------|-----------------------------|
| <i>Electrical and I&amp;C Lead</i> | <i>Senior Cost Estimator</i> | <i>Senior Engineer</i> | <i>Project Engineer</i> | <i>Constructability Lead</i> | <i>Senior CADD Lead</i> | <i>CADD Designer</i> | <i>Project Controls and Support</i> | <i>Communications</i> | <i>Project Accounting</i> | <i>Expenses</i> | <i>Shannon &amp; Wilson</i> | <i>Mackay &amp; Sposito</i> |
| Deerkop, John                      | Zavala, Tomas                | Thomson, Sean          | Philbrick, Danielle     | Silva, Wes                   | Kitts, Christopher      | Lim, Aldridge        | Horne, Ariana                       | Fossum, Ryanna        | Rogers, Sarrina           |                 |                             |                             |
| \$239.52                           | \$295.02                     | \$148.03               | \$132.22                | \$200.54                     | \$169.04                | \$130.55             | \$92.68                             | \$146.00              | \$69.78                   | \$1.00          | \$1.125                     | \$1.125                     |
| 140.00                             | 88.00                        | 220.00                 | 310.00                  | 16.00                        | 102.00                  | 408.00               | 32.00                               | 32.00                 | 16.00                     | 50,000.00       | 51,717.00                   | 42,902.00                   |
| \$33,532.80                        | \$25,961.76                  | \$32,566.60            | \$40,988.20             | \$3,208.64                   | \$17,242.08             | \$53,264.40          | \$2,965.76                          | \$4,672.00            | \$1,116.48                | \$50,000.00     | \$58,181.63                 | \$48,264.75                 |

|        |       |        |        |      |       |        |      |       |  |           |           |           |
|--------|-------|--------|--------|------|-------|--------|------|-------|--|-----------|-----------|-----------|
|        |       |        |        |      |       |        |      |       |  |           |           |           |
| 24.00  |       | 24.00  |        |      |       | 16.00  |      | 16.00 |  | 5,000.00  |           |           |
|        |       |        |        |      |       |        |      |       |  |           |           |           |
|        |       |        | 4.00   |      |       |        |      |       |  |           | 51,717.00 | 26,918.00 |
|        |       |        |        |      |       |        |      |       |  |           |           |           |
|        |       | 16.00  | 16.00  |      |       |        |      |       |  |           |           |           |
|        |       |        |        |      |       |        |      |       |  |           |           |           |
|        |       |        |        |      |       |        |      |       |  |           |           |           |
|        |       |        |        |      |       |        |      |       |  |           |           |           |
|        |       | 8.00   | 8.00   |      | 4.00  | 8.00   |      |       |  |           |           |           |
| 4.00   | 4.00  | 8.00   | 8.00   |      |       |        |      |       |  |           |           |           |
| 4.00   | 4.00  | 8.00   | 8.00   |      |       |        |      |       |  |           |           |           |
| 4.00   |       | 16.00  | 16.00  |      | 8.00  | 16.00  |      |       |  |           |           |           |
|        |       |        |        |      |       |        |      |       |  |           |           |           |
|        |       |        |        |      |       |        |      |       |  |           |           |           |
|        |       |        |        |      |       |        |      |       |  |           |           |           |
| 8.00   |       | 20.00  | 60.00  | 8.00 | 8.00  | 24.00  | 8.00 |       |  |           |           |           |
| 120.00 | 80.00 | 120.00 | 160.00 | 8.00 | 80.00 | 360.00 | 8.00 |       |  |           |           | 15,984.00 |
|        |       |        | 4.00   |      |       |        |      |       |  |           |           |           |
|        |       |        | 2.00   |      | 2.00  |        |      | 32.00 |  |           |           |           |
|        |       |        |        |      |       |        |      |       |  |           |           |           |
|        |       |        |        |      |       |        |      |       |  |           |           |           |
|        |       |        |        |      |       |        |      |       |  | 45,000.00 |           |           |

| Project Summary | Hours    | Labour       | Expense     | Subs         | Total        |
|-----------------|----------|--------------|-------------|--------------|--------------|
| Fixed Fee       | 0.00     | \$0.00       | \$0.00      | \$0.00       | \$0.00       |
| Time & Material | 2,466.00 | \$459,294.74 | \$50,000.00 | \$106,446.38 | \$615,741.12 |
| Total           | 2,466.00 | \$459,294.74 | \$50,000.00 | \$106,446.38 | \$615,741.12 |

| Task Type       | Hours    | Labour       | Expense     | Subs        | Total        |
|-----------------|----------|--------------|-------------|-------------|--------------|
| Time & Material | 208.00   | \$37,948.40  | \$5,000.00  | \$0.00      | \$42,948.40  |
| Time & Material | 88.00    | \$16,120.36  | \$0.00      | \$88,464.38 | \$104,584.74 |
| Time & Material | 28.00    | \$5,554.26   | \$0.00      | \$30,282.75 | \$35,837.01  |
| Time & Material | 10.00    | \$2,257.34   | \$0.00      | \$58,181.63 | \$60,438.97  |
| Time & Material | 50.00    | \$8,308.76   | \$0.00      | \$0.00      | \$8,308.76   |
| Time & Material | 342.00   | \$71,922.62  | \$0.00      | \$0.00      | \$71,922.62  |
| Time & Material | 12.00    | \$2,774.04   | \$0.00      | \$0.00      | \$2,774.04   |
| Time & Material | 58.00    | \$14,766.50  | \$0.00      | \$0.00      | \$14,766.50  |
| Time & Material | 58.00    | \$11,529.08  | \$0.00      | \$0.00      | \$11,529.08  |
| Time & Material | 60.00    | \$12,472.72  | \$0.00      | \$0.00      | \$12,472.72  |
| Time & Material | 60.00    | \$13,118.08  | \$0.00      | \$0.00      | \$13,118.08  |
| Time & Material | 94.00    | \$17,262.20  | \$0.00      | \$0.00      | \$17,262.20  |
| Time & Material | 1,828.00 | \$333,303.36 | \$0.00      | \$17,982.00 | \$351,285.36 |
| Time & Material | 280.00   | \$51,282.72  | \$0.00      | \$0.00      | \$51,282.72  |
| Time & Material | 1,500.00 | \$274,264.52 | \$0.00      | \$17,982.00 | \$292,246.52 |
| Time & Material | 8.00     | \$1,505.24   | \$0.00      | \$0.00      | \$1,505.24   |
| Time & Material | 40.00    | \$6,250.88   | \$0.00      | \$0.00      | \$6,250.88   |
| Time & Material | 0.00     | \$0.00       | \$45,000.00 | \$0.00      | \$45,000.00  |
| Time & Material | 0.00     | \$0.00       | \$45,000.00 | \$0.00      | \$45,000.00  |



**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

August 31, 2023

Stantec Consulting Services (US Division)  
3789 Laramore Road  
Marianna, FL 32448

Subject: Acceptance FYE 2022 ICR – Cognizant Review

Dear April Stonebreaker:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) based on the “Cognizant Review” from the Arizona Department of Transportation (ADOT) as follows:

- Home Rate: 159.89% of direct labor  
(rate includes 0.42% Facilities Capital Cost of Money).
- Field Rate: 117.11 % of direct labor  
(rate includes 0.28% Facilities Capital Cost of Money).

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards,

  
[Schatzie Harvey \(Sep 1, 2023 15:45 PDT\)](#)

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:leg

**Vancouver – Water Station 4 PFAS Phase 1 – Rate Table**

| <b>Employee</b>          | <b>2024 Direct Rate</b> | <b>OH Rate 159.89%</b> | <b>Profit 15%</b> | <b>Total Billing Rate</b> |
|--------------------------|-------------------------|------------------------|-------------------|---------------------------|
| Black, Bryan             | \$96.10                 | \$153.65               | \$37.46           | \$287.22                  |
| Capelle, Ryan            | \$76.90                 | \$122.96               | \$29.98           | \$229.83                  |
| Deerkop, John            | \$80.14                 | \$128.14               | \$31.24           | \$239.52                  |
| Fossum, Ryanna           | \$48.85                 | \$78.11                | \$19.04           | \$146.00                  |
| Hadacek, Robert Tyler    | \$71.90                 | \$114.96               | \$28.03           | \$214.89                  |
| Horne, Ariana            | \$31.01                 | \$49.58                | \$12.09           | \$92.68                   |
| Jacangelo, Joseph        | \$136.79                | \$218.71               | \$53.33           | \$408.83                  |
| Kittredge, Chris         | \$90.48                 | \$144.67               | \$35.27           | \$270.42                  |
| Kitts, Christopher       | \$56.56                 | \$90.43                | \$22.05           | \$169.04                  |
| Lim, Aldridge            | \$43.68                 | \$69.84                | \$17.03           | \$130.55                  |
| Nishihara, Andrew        | \$67.24                 | \$107.51               | \$26.21           | \$200.96                  |
| Odell, Adam              | \$68.70                 | \$109.84               | \$26.78           | \$205.33                  |
| Perkins, Matthew         | \$72.80                 | \$116.40               | \$28.38           | \$217.58                  |
| Philbrick, Danielle      | \$44.24                 | \$70.74                | \$17.25           | \$132.22                  |
| Price, Michael           | \$130.88                | \$209.26               | \$51.02           | \$391.17                  |
| Pugel, Kim               | \$55.09                 | \$88.08                | \$21.48           | \$164.65                  |
| Rogers, Sarrina          | \$23.35                 | \$37.33                | \$9.10            | \$69.78                   |
| Sanchez, Eric            | \$61.25                 | \$97.93                | \$23.88           | \$183.06                  |
| Saptarishy, Shivani Amol | \$44.63                 | \$71.37                | \$17.40           | \$133.40                  |
| Silva, Wes               | \$67.10                 | \$107.29               | \$26.16           | \$200.54                  |
| Thomson, Sean            | \$49.53                 | \$79.19                | \$19.31           | \$148.03                  |
| Zavala, Tom              | \$98.71                 | \$157.83               | \$38.48           | \$295.02                  |



**Washington State  
Department of Transportation**

**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

September 5, 2023

MacKay Sposito, Inc.  
18405 SE Mill Plain Blvd, Suite 100  
Vancouver, WA 98683

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Jyoti Sohi:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR as follows:

- Home Rate: 167.63% of direct labor
- Field Rate: 133.73% of direct labor

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards,

  
Schatzie Harvey  
Schatzie Harvey (Sep 5, 2023 12:08 PDT)

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:leg



Actuals Not To Exceed Table (ANTE)

| COV Water Station 4 PFAS Treatment System |  |                           |          |           |                                             |
|-------------------------------------------|--|---------------------------|----------|-----------|---------------------------------------------|
| MacKay Sposito, Inc                       |  |                           |          |           |                                             |
| 18405 SE Mill Plain Blvd, Suite 100       |  |                           |          |           |                                             |
| Vancouver, WA 98683                       |  |                           |          |           |                                             |
| Updated 02/28/2024                        |  |                           |          |           |                                             |
| Job Classifications (Empty Types)         |  | Direct Labor<br>Rate NTE* | Overhead | Fixed Fee | All Inclusive<br>Hourly Billing<br>Rate NTE |
|                                           |  |                           | NTE*     | NTE       |                                             |
|                                           |  |                           | 167.63%  | 30.00%    |                                             |
| Accounting Manager                        |  | \$60.00                   | \$100.57 | \$18.00   | \$178.57                                    |
| Administrative Assistant                  |  | \$35.88                   | \$60.15  | \$10.76   | \$106.79                                    |
| Administrative Coordinator                |  | \$37.70                   | \$63.20  | \$11.31   | \$112.21                                    |
| Administrative Manager                    |  | \$60.00                   | \$100.57 | \$18.00   | \$178.57                                    |
| Public Involvement Coordinator            |  | \$33.54                   | \$56.22  | \$10.06   | \$99.83                                     |
| Public Involvement Associate/Mgr.         |  | \$64.00                   | \$107.29 | \$19.20   | \$190.49                                    |
| Creative Designer                         |  | \$25.48                   | \$42.71  | \$7.64    | \$75.84                                     |
| Clerical                                  |  | \$24.96                   | \$41.84  | \$7.49    | \$74.29                                     |
| Design Technician I                       |  | \$31.20                   | \$52.30  | \$9.36    | \$92.86                                     |
| Design Technician II                      |  | \$33.80                   | \$56.66  | \$10.14   | \$100.60                                    |
| Design Technician III                     |  | \$37.96                   | \$63.63  | \$11.39   | \$112.98                                    |
| Design Technician IV                      |  | \$41.60                   | \$69.73  | \$12.48   | \$123.81                                    |
| Engineer I                                |  | \$35.88                   | \$60.15  | \$10.76   | \$106.79                                    |
| Engineer II                               |  | \$39.00                   | \$65.38  | \$11.70   | \$116.08                                    |
| Engineer III                              |  | \$43.16                   | \$72.35  | \$12.95   | \$128.46                                    |
| Engineer IV                               |  | \$44.20                   | \$74.09  | \$13.26   | \$131.55                                    |
| Engineering Manager                       |  | \$68.50                   | \$114.83 | \$20.55   | \$203.89                                    |
| Environmental Manager I                   |  | \$50.44                   | \$84.55  | \$15.13   | \$150.12                                    |
| Environmental Manager II                  |  | \$69.00                   | \$115.67 | \$20.70   | \$205.38                                    |
| Environmental Specialist I                |  | \$41.08                   | \$68.86  | \$12.32   | \$122.27                                    |
| Environmental Specialist II               |  | \$41.60                   | \$69.73  | \$12.48   | \$123.81                                    |
| Environmental Specialist III              |  | \$43.68                   | \$73.22  | \$13.10   | \$130.00                                    |
| Environmental Specialist IV               |  | \$45.76                   | \$76.71  | \$13.73   | \$136.20                                    |
| GIS Mapping Specialist I                  |  | \$41.08                   | \$68.86  | \$12.32   | \$122.27                                    |
| GIS Mapping Specialist II                 |  | \$45.24                   | \$75.84  | \$13.57   | \$134.65                                    |
| IT Technician/Support                     |  | \$34.32                   | \$57.53  | \$10.30   | \$102.15                                    |
| Land Surveyor I                           |  | \$43.68                   | \$73.22  | \$13.10   | \$130.00                                    |
| Land Surveyor II                          |  | \$45.76                   | \$76.71  | \$13.73   | \$136.20                                    |
| Land Surveyor III                         |  | \$49.92                   | \$83.68  | \$14.98   | \$148.58                                    |
| Land Surveyor IV                          |  | \$70.00                   | \$117.35 | \$21.00   | \$208.35                                    |
| Landscape Architect I                     |  | \$45.24                   | \$75.84  | \$13.57   | \$134.65                                    |
| Landscape Architect II                    |  | \$46.80                   | \$78.45  | \$14.04   | \$139.29                                    |
| Landscape Designer I                      |  | \$31.20                   | \$52.30  | \$9.36    | \$92.86                                     |
| Landscape Designer II                     |  | \$32.50                   | \$54.48  | \$9.75    | \$96.73                                     |
| Landscape Designer III                    |  | \$45.24                   | \$75.84  | \$13.57   | \$134.65                                    |
| Landscape Manager                         |  | \$68.50                   | \$114.83 | \$20.55   | \$203.89                                    |
| Natural Resource Specialist I             |  | \$25.48                   | \$42.71  | \$7.64    | \$75.84                                     |
| Natural Resource Specialist II            |  | \$39.52                   | \$66.25  | \$11.86   | \$117.62                                    |
| Natural Resource Specialist III           |  | \$43.68                   | \$73.22  | \$13.10   | \$130.00                                    |
| Natural Resource Specialist IV            |  | \$45.76                   | \$76.71  | \$13.73   | \$136.20                                    |
| Planner                                   |  | \$44.72                   | \$74.96  | \$13.42   | \$133.10                                    |
| Planning Technician                       |  | \$34.84                   | \$58.40  | \$10.45   | \$103.69                                    |
| Principal                                 |  | \$85.00                   | \$142.48 | \$25.50   | \$252.98                                    |
| Project Accountant                        |  | \$39.52                   | \$66.25  | \$11.86   | \$117.62                                    |
| Project Controls Manager                  |  | \$39.00                   | \$65.38  | \$11.70   | \$116.08                                    |
| Project Coordinator                       |  | \$33.28                   | \$55.79  | \$9.98    | \$99.05                                     |
| Project Engineer                          |  | \$57.00                   | \$95.55  | \$17.10   | \$169.66                                    |
| Project Manager - Design                  |  | \$65.00                   | \$108.96 | \$19.50   | \$193.46                                    |
| Project Manager - Landscape               |  | \$47.00                   | \$78.78  | \$14.10   | \$139.88                                    |
| Project Manager - Planning                |  | \$75.00                   | \$125.73 | \$22.50   | \$223.24                                    |
| Project Manager - Survey                  |  | \$70.00                   | \$117.35 | \$21.00   | \$208.35                                    |
| Senior Planner                            |  | \$43.16                   | \$72.35  | \$12.95   | \$128.46                                    |
| Senior Principal                          |  | \$120.00                  | \$201.16 | \$36.00   | \$357.16                                    |
| Stormwater Analyst                        |  | \$41.60                   | \$69.73  | \$12.48   | \$123.81                                    |
| Survey Manager                            |  | \$66.00                   | \$110.63 | \$19.80   | \$196.43                                    |
| Survey Technician I                       |  | \$33.28                   | \$55.79  | \$9.98    | \$99.05                                     |
| Survey Technician II                      |  | \$35.36                   | \$59.27  | \$10.61   | \$105.24                                    |
| Survey Technician III                     |  | \$39.52                   | \$66.25  | \$11.86   | \$117.62                                    |
| Survey Technician IV                      |  | \$43.68                   | \$73.22  | \$13.10   | \$130.00                                    |



Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

June 2, 2023

Gregory Fischer, President  
Shannon & Wilson, Inc.  
P.O. Box 300303  
Seattle, WA 98103-9703

Dear Mr. Fischer:

We have performed a cognizant review of the audit, and supporting workpapers, of the Shannon & Wilson, Inc. Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended 12/31/2022 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. BPM, LLP performed the audit. The CPA represented that the audit was conducted in accordance with the *Government Auditing Standards*, as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. We performed our cognizant review in accordance with the *AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates*.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the audit, and supporting workpapers for the Statement of Direct Labor, Fringe Benefits, and General Overhead, and the related Auditor's Reports, we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards. Accordingly, we recommend acceptance of the following rates:

Combined/Corporate: 170.58%  
Facilities Capital Cost of Money (FCCM): 0.24%

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jarron Elter', written over a horizontal line.

Jarron Elter  
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit  
Jeff Tawney, Assistant Director of Internal Audit  
Schatzie Harvey, Contracting Services Manager  
File

## Certification of Final Indirect Costs

Firm Name: Shannon & Wilson, Inc.

Indirect Cost Rate Proposal: 170.58% plus 0.24% FCCM

Date of Proposal Preparation (mm/dd/yyyy): 6/1/2023

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2022 - 12/31/2022

*I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:*

*1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

*2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

*All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.*

Signature: 

Name of Certifying Official\* (Print): Gregory R. Fischer

Title: President

Date of Certification (mm/dd/yyyy): 6/1/2023

\*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:  
<http://www.fhwa.dot.gov/legregs/directives/orders/44701a.htm>

**SHANNON & WILSON, INC.**  
**ACTUALS NOT TO EXCEED TABLE (ANTE)**  
**WSDOT**  
**Labor Categories and Rates**

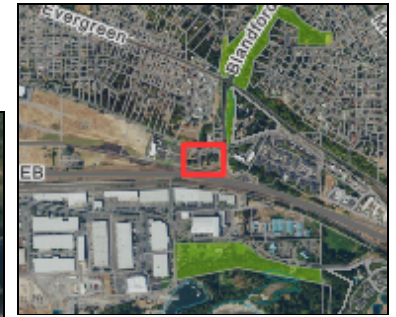
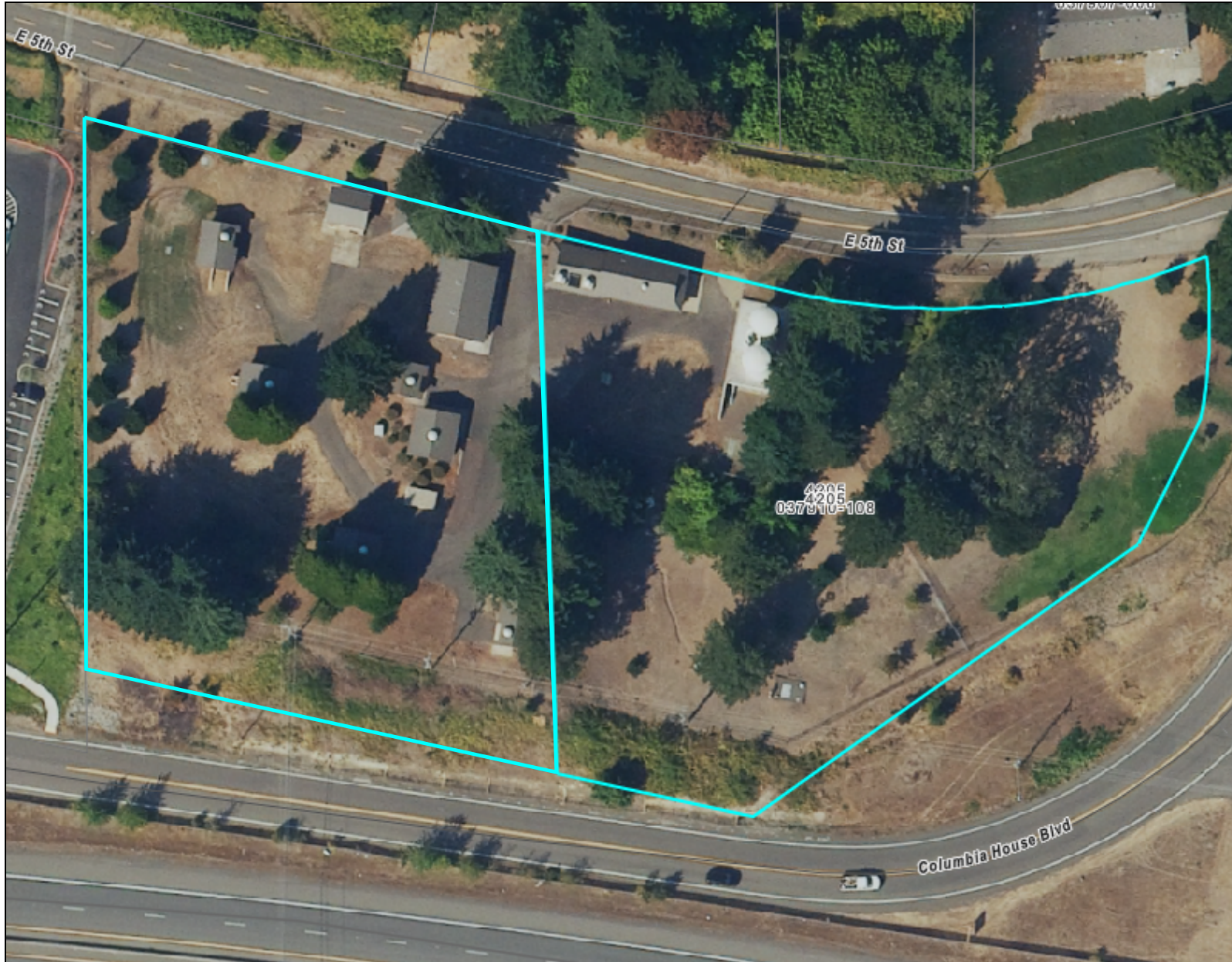
2023

| <b>Classification</b>           | <b>Billing Rate<br/>NTE</b> |
|---------------------------------|-----------------------------|
| Senior Vice President/President | \$293.77                    |
| Vice President                  | \$258.41                    |
| Senior Consultant               | \$271.90                    |
| Senior Associate                | \$214.80                    |
| Consultant                      | \$218.51                    |
| Associate                       | \$193.68                    |
| Senior Professional II/III      | \$175.32                    |
| Senior Professional I           | \$139.06                    |
| Professional III/IV             | \$132.44                    |
| Professional I/II               | \$104.76                    |
| Instrumentation Specialist      | \$157.30                    |
| Senior Drafter/Technician       | \$135.30                    |
| Drafter/Technician IV           | \$116.18                    |
| Drafter/Technician I/II/III     | \$90.64                     |
| Senior Office Services          | \$132.61                    |
| Office Services II/III/IV       | \$90.50                     |
| Office Services I               | \$79.64                     |

Inviced costs may not exceed the NTE rate per classification



# Water Station 4



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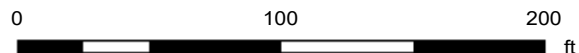


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- > 78 – 105
- > 57 – 78
- > 44 – 57
- > 35 – 44
- > 26 – 35
- 11 – 26



Map Generated on 10/10/2023



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Notes



**CITY OF VANCOUVER**  
**WATER STATION 4 PFAS TREATMENT SYSTEM DESIGN**  
**SERVICES AGREEMENT No. C-101597**

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 Stantec Consulting Services Inc., (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 Qualifications, numbered 71-23 (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 below and in the scope of work identified in Exhibit "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.

Contractor to provide engineering services for the Water Station 4 PFAS Treatment System Design.

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 \$615,741.12 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 below in Exhibit “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 April 1, 2024 and continue until December 31, 2026. 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. **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.
8. **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.



**9. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this 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.

**10. 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.

**11. 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.

**12. 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.

- 13. 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.
- 14. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to [www.bls.dor.wa.gov/cities/vancouver.aspx](http://www.bls.dor.wa.gov/cities/vancouver.aspx) or [www.cityofvancouver.us/businesslicense](http://www.cityofvancouver.us/businesslicense), to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 15. 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.
- 16. 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.

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

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

For the City:  
Anna Vogel  
City of Vancouver  
415 W 6<sup>th</sup> Street  
P O Box 1995  
Vancouver WA 98668-1995  
Email: [anna.vogel@cityofvancouver.us](mailto:anna.vogel@cityofvancouver.us)

For the Contractor:  
Andrew Nishihara  
Stantec Consulting Services, Inc.  
601 SW Second Ave, Suite 1400  
Portland, OR 97204-3128  
Email: [Andrew.Nishihara@stantec.com](mailto:Andrew.Nishihara@stantec.com)

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

**18. 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.

**19. 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.

- 20. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 25. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 26. BYRD ANTI-LOBBYING AMENDMENT:** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 27. PROCUREMENT OF RECOVERED MATERIALS:** Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 28. WARRANTIES:** All products shall be warranted against defects or faulty workmanship and materials by the Supplier for one (1) year following inspection and acceptance of the products by the City. Warranty shall include all costs incurred, including shipping, for repair or replacement except that which is damaged by misuse or abuse. This one-(1) year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Supplier warrants that all goods furnished under this Contract are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. If a defect is found, a component failure occurs, or workmanship is found to cause failure, the Vendor shall replace the product at their own expense, including shipping charges. Any replacement product will be warranted for one (1) year from the date it is delivered. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Contract.
- 29. 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

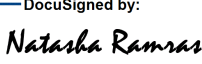
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75A9183485CA467  
Eric Holmes, City Manager

4/1/2024

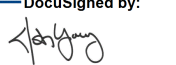
Date

Attest:

DocuSigned by:  


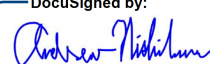
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Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:  


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Jonathan Young, City Attorney

**CONTRACTOR:**  
Stantec Consulting Services, Inc.

DocuSigned by:  


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Signature

Andrew Nishihara Principal

Printed Name /Title

3/26/2024

Date

**EXHIBIT "A"**  
**Scope of Work**

**Stantec Consulting Services Inc.**

601 SW 2nd Ave, Suite 1400  
Portland, OR 97204  
T: (503) 220-5432

**Reference: Water Station 4 PFAS Treatment System Design**  
**City of Vancouver, WA**  
**Phase 1 Scope of Work**

March 6, 2024

This scope of work describes professional engineering services to be performed by Stantec Consulting Services, Inc. ("Stantec" or "Consultant") to perform the Water Station 4 (WS-4) PFAS Treatment System Design Project ("Project").

The scope of services includes site investigations, alternatives analysis, detailed design and permitting services. The Scope of Services is divided into four Tasks which are further described in this scope of services.

Task 100 – Project Management

Task 200 – Site Investigation

Task 300 – Alternatives Analysis

Task 400 – Preliminary Design

## **BACKGROUND**

The City of Vancouver (City) has established a model program to address per- and polyfluoroalkyl substance (PFAS) challenges through public/regulatory communications, feasibility/management planning, pilot testing, and design of water treatment systems for several water stations. This Scope of Services is based upon Stantec's current project understanding. WS-4 is located at 4205 E 5<sup>th</sup> Street in Vancouver, Washington 98661.

WS-4 is one of the City's larger wellfields with a current capacity of 8,500 gpm (12.2 MGD) with a plan to expand to the full water right of 10,700 gpm (15.4 MGD). The scope of this work will include development of a PFAS treatment facility, onsite sodium hypochlorite generation (OSHG), and fluoride system upgrades to the full water right. Additional work includes all piping, groundwork, buildings, structures, pavement, electrical, communications and all other relevant work to develop a complete and working system.

PFAS treatment technology includes the use of either granular activated carbon (GAC) or anion ion exchange (IX) media to adsorb PFAS components from the water to the media. The media is then disposed or regenerated. Bench and Pilot scale PFAS treatment has been conducted at WS-4 to help drive the decision-making process for the best treatment alternative for the WS-4 site. Both GAC and IX options have been evaluated.

Chemical treatment currently includes chlorine gas disinfection and fluoride saturation. As part of the RFQ, the City wishes to replace chlorine gas with OSHG and will also consider upgrading the fluoride saturator to improve operator safety and efficiency. The City standardizes on PSI-OSHG to provide



reliable and safe sodium hypochlorite solutions at well sites, but would like to evaluate other alternatives at WS-4.

This scope also includes non-design related tasks as described below. These include: Phase 2 scoping, geotechnical investigation, and assistance in identifying and complying with requirements to secure state revolving fund (SRF) funding for the project, and engineering services during construction.

To complete the scope of work, the Consultant has assembled a limited number of subconsultants to assist and complement its own internal staff and capabilities as shown in **Table 1**.

**Table 1: Consultant Team Roles**

| Role             | Company                           | Responsibility                                                                                                                                                                             |
|------------------|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Prime Consultant | Stantec Consulting Services, Inc. | Project Management, Process and Building Mechanical design, Structural design, Electrical/I&C/, Architectural Design, Funding/SRF compliance, Construction Support, Cost Estimating, QA/QC |
| Subconsultant    | Shannon and Wilson                | Geotechnical Investigations and Site Recommendations                                                                                                                                       |
| Subconsultant    | Mackay Sposito                    | Permitting, Site Civil Design, Landscape Architecture                                                                                                                                      |

#### **GENERAL PROJECT ASSUMPTIONS:**

The following key assumptions were used when determining the scope, schedule, and level of effort. These assumptions are in addition to those included in the Scope of Services.

- Stantec will provide design services for the project, including but not limited to development of contract drawings, specifications, calculations and other documents.  
Additional pilot- or bench-scale testing of treatment technologies by Consultant is not required.
- This scope of work included preliminary design. Detailed and final design and construction support services will be addressed in subsequent contract amendments.
- Acoustical or sound services are not included.
- Site illumination modeling is not included.
- Submittals will be in electronic format unless as noted.

#### **City Provided Services:**

- Site survey and preparation of basemap with horizontal and vertical datum for site and treatment improvements, including:
  - Existing buildings' exterior and roof overhangs
  - Property parcel, right-of-way boundaries
  - Location of existing site underground utilities
  - Location of existing utilities in the right-of-way
  - Existing stormwater manholes in right-of-way
  - DTM/TIN surface with elevations
  - Existing trees 6" diameter breast height (DBH) and greater on City property and adjacent properties where canopy overhangs City property and root zone that could be impacted by improvements
  - Sewer manhole on NE 76<sup>th</sup> Circle, owned by Clark Regional Wastewater District (CRWWD), and properties in adjacent right-of-way
  - City to survey location and elevation of geotechnical borings in a second trip
  - City will located and mark water utilities on the site

- City will locate all other utilities onsite or coordinate with other utilities for locates if there are other non-City owned utilities in an easement through the site
- City will pothole critical water utilities on the site if required
- City to provide site survey basemap in Autodesk Civil 3D format
- Outreach and notification as required for SEPA
- City will make its facilities accessible to Stantec as required for Stantec's performance of its services.
- City will give prompt notice to Stantec when City observes or becomes aware of developments that affect the scope or timing of Stantec's services, or of defects in the work of Stantec
- City will participate in regularly scheduled project status meetings
- City will provide pilot-testing information
- Permitting will be assisted by the City and/or Contractor
- City will provide a compiled set of comments on draft deliverables

## **TASK 100 – PROJECT MANAGEMENT**

The intent of this Task is to manage task and phase budgets, schedule, staffing, and coordinate project progress. Stantec will coordinate meetings, discussions, and correspondence with the City. Specific project management activities include:

- Manage scope, budget, schedule, and staff for contracted services.
- Manage labor expenditures against budgetary amounts and anticipated progress.
- Meet with the City's PM weekly to discuss overall scope, schedule and budget. Project meeting will be up to one hour in length, each.
- Submit project progress reports and invoices monthly.
- Monitor and report any activities that may result in scope changes, expansion, or deletion, as well as any activities that may alter the project approach.
- Maintain action, decision and change logs.
- Participate in periodic and regular meetings with City staff.
- Project Kickoff meeting (one hour) and site visit
- Project Manager to participate in pre-application meetings and subsequent coordination meetings for land use process

This task also includes development of scope, fee, and schedule for Phase 2 work, which will include the following:

- Detailed design
- Bidding services
- Permitting support
- Engineering services during construction (ESDCs)
- Construction management (optional)

### ***Deliverables:***

- Monthly Project schedule updates
- Monthly Invoices and Progress Reports
- Minutes for kickoff and regular progress meetings
- Minutes for land use pre-application meeting
- Draft and final scope of work, fee estimate, and schedule for Phase 2 work

### ***Assumptions:***

- Anticipated Phase 1 duration is 4 months
- All deliverables will be in both PDF and Word format, as applicable
- With exception of site visits and workshops, meetings will be virtual

## **TASK 200 – SITE INVESTIGATION**

Stantec and its team of subconsultants will investigate the WS-4 site to compile a detailed picture of the existing conditions. The site investigation will include site survey, geotechnical investigation and permitting support and will be split up into the following subtasks:

### ***Task 210: SRF Requirements and Permitting***

The purpose of this task is to identify any requirements for obtaining outside funding, including drinking water state revolving fund (DWSRF) and other potential funding sources identified by the City. The following activities will be performed to support compliance:

- Development of a high-level plan for achieving compliance, out-lining requirements, deadlines, and responsible parties
- Track requirements and deadlines

Stantec's team will complete a Draft SEPA Environmental Checklist during the preliminary design phase of the project based on the 30% design drawings. The following activities will be conducted for SEPA compliance:

- Conduct research and use information from field investigations for other tasks to complete a Draft SEPA Environmental Checklist for the project's preliminary design.
- Prepare the Draft SEPA Environmental Checklist using the City of Vancouver's template, which is formatted to include the required information Stated in WAC 197-11-960 and address subject areas including Earth, Air, Water, Plants, Animals, Energy and Natural Resources, Environmental Health, Noise, Land and Shoreline Use, Housing, Aesthetics, Light and Glare, Recreation, Historic and Cultural Preservation, Transportation, Public Services, and Utilities.
- Attend virtual coordination meetings for SEPA determination as required by City staff

Stantec's team will also conduct an onsite wetland and fish and wildlife habitat conservation areas critical areas assessment, including an Oregon white oak functional assessment. The team will also determine any onsite buffers and provide them as a CAD file for inclusion in the base mapping (if identified), and provide a critical areas report.

Stantec's team will prepare a Pre-Application Conference application package and attend the virtual Pre-Application Conference. The application package will include a narrative, a site plan, and architectural support as required.

### ***Deliverables:***

- SRF Compliance Plan
- Draft SEPA checklist
- Two (2) GIS figures to accompany the SEPA checklist and to meet submittal requirements.
- Pre-Application Conference application package meeting City of Vancouver submittal requirements
- Participation by two additional Stantec team members at pre-application meeting
- Draft and final critical areas report that meets City of Vancouver code requirements which could be used to support future phase permitting efforts.
- Site mapping showing restricted buffer areas if found.

### ***Assumptions:***

- SRF funding requirements will be incorporated into specifications
- City will complete quarterly funding compliance reporting
- SEPA Environmental Checklist will be finalized in final design (Phase 2) of the project
- NEPA will be addressed in Phase 2, if needed
- City will prepare and publish a Determination of Non-Significance, based on the Final SEPA Checklist (prepared in Phase 2), if warranted

- No Environmental Impact Statement will be required to satisfy SEPA review/documentation for the project.
- Cultural resources investigations and wetland delineation results will be summarized in the Draft SEPA Checklist
- Cultural resources investigations (provided by City) and wetland and fish wildlife habitat area critical area results will be summarized in the draft SEPA checklist
- Critical area field work can be completed by two biologists in one day
- Critical area boundaries, including the drip line of all onsite Oregon white oak(s), will be collected by City of Vancouver survey staff. No GPS of boundaries is included.
- Critical area impact assessments and mitigation planning is not included in this phase
- Washington Department of Health (DOH) will be responsible for submitting DAHP/Tribal notifications
- Public notices will be issued by City, and SEPA determination will be made by City as part of the land-use process
- The City will pay all jurisdictional submittal and review fees

### ***Task 220: Geotechnical Investigation***

The purpose of this task is to conduct a geotechnical study used to develop design parameters for the project. Work will include field drilling, soil sampling, laboratory analysis and development of a geotechnical report. The geotechnical report will consist of recommendations for foundations for equipment and assist in seismic analysis of the structures. The following activities will be performed:

- Attend project kickoff meeting with City to identify limits of field investigations.
- Plan geotechnical borings and investigation:
  - Review existing soils data in the site vicinity and the proposed site configuration to develop a subsurface exploration plan that includes up to two geotechnical drilled borings and two cone penetration (CPTs). Based on a preliminary review of the mapped geology at the site, the borings and CPTs will be advanced to depths between 30 and 70 feet below the existing ground surface at the site or practical refusal using CPT or mud rotary drilling methods.
  - If DWSRF funding is used, a geotechnical site investigation work plan will be provided by Stantec and submitted by the City to DOH prior to the geotechnical investigation.
- Monitor boring work.
- Develop a laboratory testing program based on the results of the geotechnical borings and CPTs. The following tests are included as part of the scope:
  - 6 moisture content determinations (ASTM D2216)
  - 2 sieve with hydrometer analyses (ASTM D422)
  - 2 fines content determinations (ASTM D1140)
  - 4 Atterberg limits tests (ASTM D4318)
  - 2 one-dimensional consolidation tests (ASTM D2435)
  - Corrosion testing on two samples (DIPRA plus chlorides).
- Request utility-locates and pre-mark.
- Two days of field work is anticipated. If shallow rock is encountered, a maximum of 10 feet of rock core will be recovered in one of the boring.
- Install a vibrating wire piezometer and to monitor groundwater levels.
- Perform geotechnical analysis and provide recommendations to support:
  - Settlement estimates due to site filling and loading from new site structures
  - Global stability analysis of slopes or retaining walls as required
  - Building foundations including both shallow and deep foundations (if required)
  - Backwash/IX Flush Tank foundation
  - Meter vault subgrade/backfill/shoring/lateral earth pressures (including traffic surcharge pressures)/conceptual dewatering alternatives
  - Pipe bedding/backfill/conceptual shoring and dewatering alternatives
  - Pavement design
- Prepare a geotechnical data report (GDR) containing the boring logs, CPTs, and the results of the laboratory testing.

- Evaluate the seismic hazards including the determination of the seismic site class, and potential for liquefaction and lateral spread to the depths explored in borings and CPTs, and the potential for surface fault rupture.
- Prepare a geotechnical engineering report (GER) containing the results of the geotechnical analyses to support design development and City of Vancouver permitting process.

### ***Deliverables***

- Draft and final geotechnical site investigation work plan if required by the City for DWSRF funding
- Draft and final Geotechnical Design Report
- Draft and final Geotechnical Data Report

### ***Assumptions:***

- City staff will coordinate access to the WS-4 site.
- No contamination is expected to be encountered and soils will be disposed of at a site that accepts clean fill.
- Two CPTs will be advanced to a maximum depth of 50 feet below the existing ground surface.
- Traffic loads will be provided by others for pavement design.
- Structures will have a period of less than 0.5 seconds, and Stantec's subconsultant will provide a code-based design spectrum. No site-specific design spectrum will be required.
- If liquefaction is identified as a potential hazard Stantec's team will provide conceptual mitigation strategies and recommendations and recommendations for shallow and deep foundations (if required).
- If required, dewatering and shoring evaluations will be conceptual in nature and the final design will be performed by the construction contractor and design professionals retained by the contractor
- Stantec will not retain a private conductive utility locate in addition to calling in a public utility locate, and the City will be responsible for locating utilities and any utility strikes that occur in areas cleared by the City
- Any permit fees required by drilling will be paid by the City
- New structures will not be buried greater than 10 feet in depth
- All removed soils will be non-hazardous.
- Test pits will be backfilled, compacted and returned to the condition they were in previously.
- The dog park will be temporarily closed during the geotechnical investigation depending on the location of the borings.

### ***Task 230: Review Site Background Information***

This task will collect and review background information, if available:

- City will provide best available existing site plans which include the electrical service location and other utilities; and data communication.
- Record drawings for existing WS-4 facilities for all design disciplines
- Buried utility maps
- Existing supervisory control and data acquisition (SCADA) communication infrastructure
- Pump curves for installed pumps
- Water quality data for WS-4
- Existing Geotechnical Report(s)

### ***Assumptions:***

- The City will provide the requested information that is available within 10 working days of request in electronic format.

## **TASK 300 – PRELIMINARY DESIGN**

The purpose of this task is to review the existing pilot data, evaluate PFAS treatment alternatives, review record drawings, the geotechnical report, and site survey to produce a conceptual site design and layout. Task 300 will be split up into the following subtasks:

### ***Task 310: Virtual Site Tours***

This task will be to provide virtual tours of the following facilities:

- Facilities with similar sized OSHG systems with manufacturers other than PSI Microchlor to provide operator experience with alternate systems
- PFAS treatment facilities using anion exchange

Following the tours, Consultant will lead a debrief meeting to discuss lessons learned and any resulting project decisions.

#### ***Deliverables:***

- Tour and meeting notes

#### ***Assumptions:***

- Up to (2) virtual tours will be provided

### ***Task 320: Treatment Selection***

This task will be developed to review existing data from the pilot performed at WS-4 and select a treatment alternative based on a granular activated carbon (GAC) or anion ion exchange (IX) treatment media for PFAS removal. Historical water quality will also be reviewed. A planning level capital and operations and maintenance (O&M) cost comparison between GAC and IX will be provided, along with a evaluation of flexibility switch treatment media in the future. The selection of treatment media will drive design of the treatment system layout. Stantec will meet with the City in a workshop to review previous findings or assumptions (if any) and will discuss pro and cons for each treatment methodology. Stantec will summarize the team's findings in a brief technical memorandum describing the selected treatment alternative with companion evaluation and selection criteria.

#### ***Deliverables:***

- Draft and Final Preliminary Alternatives Analysis and Treatment Selection Workshop agenda and minutes
- Draft and Final Alternatives Analysis and Treatment Selection Technical Memorandum

#### ***Assumptions:***

- None

### ***Task 330: Treatment Configuration / Location / Hydraulic Analysis***

This task includes a location and hydraulics analysis, summary, and considerations with selection of the preferred alternative. Evaluation will include existing / proposed system hydraulics to provide the suggested location of the treatment vessels. The new PFAS treatment vessels can be located downstream of either the wellhead pumps or the booster pumps. Depending on the location of the treatment vessels, either the wellhead pumps or the booster pumps may be required to be upgraded to account for the increased headloss through the pressure vessels. If the treatment vessels are located downstream of the booster pumps, higher pressure ratings may be required for the treatment vessels. Treatment location effects on water quality including chlorine contact time will also be evaluated along with operations of surge relief valves downstream of the booster pumps. Stantec will analyze the system hydraulics for these two alternatives. Other alternatives to be reviewed include site configuration,

architecture, backwashing, and level of automation. The evaluation will be summarized in a technical memorandum.

***Deliverables:***

- Draft and final Treatment Location and Hydraulics workshop agendas and minutes
- Draft and final Treatment Location and Hydraulics Technical Memorandum
- Proposed site plan renderings
- Preliminary drawings including the following:
  - Process flow diagram
  - Site plans with renderings

***Assumptions:***

- None

***Task 340: Pre-Purchase Evaluation***

In order to meet the upcoming Federal MCL, Stantec will evaluate pre-purchasing key equipment including:

- PFAS treatment equipment
- Electrical equipment including generators and switchgear
- Confirm documentation required for pre-purchasing equipment and integrate federal requirements into any pre-purchasing approaches

Stantec will evaluate the project schedule and coordinate with vendors to identify any equipment that should be pre-purchased in order to meet the construction schedule. Stantec will summarize the findings in a technical memorandum and review with the City in a workshop setting.

***Deliverables:***

- Draft and Final Pre-Purchase Evaluation workshop agenda and minutes
- Draft and Final Pre-Purchase Evaluation Technical Memorandum

***Assumptions:***

- Development of pre-purchase documents or providing bid support would be included as part of Phase 2, if required

***Task 350: OSHG and Fluoride Operations Evaluation***

WS-4 has an existing building used for gaseous chlorine and fluoride storage and feed. Both systems will be replaced with this project, with the gas chlorine being upgraded to OSHG. These systems will be co-located in a new building. The following components will be evaluated for the new fluoride saturator feed system:

- System sizing
- Containment
- Ventilation requirements

For the new OSHG system the City would like to evaluate available vendors capable of supplying a large system for WS4. The following components will be evaluated:

- System sizing
- Manufacturer/available systems
- Operations and maintenance history and repair availability
- Containment
- Ventilation requirements

Stantec will present the results of the evaluation in a workshop setting. Decisions made in the workshop will be incorporated into the 30% design deliverables.

***Deliverables:***

- Draft and Final OSHG and Fluoride Operations workshop agenda and minutes

***Assumptions:***

- None

***Task 360: Conceptual Design Layout***

This task will establish the proposed site layout to be used during 30% design. This will involve the following activities:

- Perform preliminary selection of treatment equipment
- Develop conceptual layouts, preliminary access road and pipeline alignments.
- Discuss equipment preferences, such as valves and instruments
- Determine methods for equipment access
- Develop approach for construction phasing
- Methods for future expansion
- Design Workshop with the City to discuss general layout and site related considerations.

***Deliverables:***

- Design Workshop
- Conceptual layout sketches for WS-4 improvements

***Assumptions:***

- Design Workshop will be a 2-hour meeting.
- Conceptual layouts will be sketches on the existing site plan.

**TASK 400 – PRELIMINARY DESIGN**

***Task 410: Project Engineering Report***

A project engineering report (PER) will be developed to include and meet DOH requirements. The purpose of this task is to provide a basis for the project design in line with the selected PFAS treatment media, fluoride and OSHG systems; including development of design criteria, discipline coordination, preliminary calculations, and decisions. Key project decisions will be made and confirmed through a series of design workshops. The Consultant will provide meeting agendas, facilitate the workshops, and then record decisions and action items in logs. At the end of this phase, the meeting records would be compiled and submitted to document the basis for the PER. Activities for this task include:

- Develop design criteria and establish relevant codes for all disciplines.
- Develop CAD Standards
- Provide a list of anticipated drawings and specifications
- Research required frontage improvements along adjacent streets
- Perform Stantec's Quality Assurance and Quality Control (QA/QC) review
- Conduct Pre-Design review meeting (workshops), including:
  - Site layout based on the Alternatives Analysis in Task 310
  - Site Geotechnical and Civil
  - Review of underground utilities, site access, storage, chemical and treatment media delivery routes, and site security
  - Instrumentation and Control; site electrical.
  - Building configuration, occupied space needs (bathrooms, offices, etc.) interior egress routes, and architectural treatments



- Key decisions will include:
  - Process mechanical design concepts, including PFAS treatment system, wash water handling, and piping and discussion of pumps and motors, piping and valves;
  - Building mechanical criteria for ventilation, heating and cooling for equipment rooms, and fire suppression system review
  - Structural criteria, including codes and standards, design loads, seismic design requirements, safety factors, and materials.
  - Electrical criteria and concepts, including power supply, site lighting, equipment, telemetry, and controls.
  - Instrumentation and control (I&C) level of automation, instruments and hardware, local and remote networking with existing SCADA.
  - Preliminary construction sequencing plan
  - Equipment layout on the site

***Deliverables:***

- Draft and final Preliminary Engineering Report
- Draft and final workshops' minutes and agenda

***Assumptions:***

- The City will contract separately with its preferred system integrator. The City's system integrator will participate in design meetings and prepare the control system design.
- The City will submit the PER to DOH for approval.
- The existing Water System Plan contains sufficient up-to-date information that can be extracted to meet DOH requirements for the PER.

***Task 420: 30% Design and Opinion of Probable Construction Cost***

This task will continue to identify and resolve design decisions. 30% level drawings will be developed to convey and document the design concept. This subtask will be accomplished through a series of activities to include:

- Design management and coordination
- Site visit by key disciplines
- Develop design criteria and establish relevant codes for all disciplines.
- Coordinate with equipment and material manufacturers and obtain product data.
- Develop an equipment tag numbering scheme.
- Prepare a building information model (BIM) representing the design with 3-dimensional visualization to a 30% completion level.
- Prepare equipment and instrumentation lists.
- Prepare site drawings to a 30% completion level.
- Prepare a list of specifications for the project.
- Perform Stantec's Quality Assurance and Quality Control (QA/QC) review.
- Meet with City to review the Building Information Model and drawings.
- Respond to comments made by City and meet to resolve comments and responses.
- Process Mechanical: develop treatment system designs, draft specifications, and 3D design models for PFAS and chemical systems.
- Civil: Develop preliminary site layout with construction staging, yard piping, site grading and drainage, new pavement, drainage plan, 30% civil sheets (up to 6) with enough detail so that they can be used to start the Land Use process (if required)
- Landscape: develop materials to support permit pre-application meetings, prepare landscape plan, planting plan, tree plan.
- Structural: evaluate geotechnical investigation results, establish site class for seismic resiliency, provide preliminary design of structures, conform to IBC 2018 and ASCE 7-16 codes

- Architecture: propose building materials, develop code review, provide materials for land use pre-application meeting including renderings and description, support public outreach, design for energy code.
- Building mechanical: determine needed systems and design criteria for plumbing, HVAC, and fire protection. No drawings are anticipated.
- Instrumentation & Control (I&C): establish desired level of automation and City preferences for I&C, identify communication requirements for new treatment system integration with City's existing SCADA system, identify electronic security preferences, develop control description and drawings: communication network, Process & Instrumentation Diagrams.
- Electrical: conduct site visit, establish power requirements for site improvements, propose power improvements, evaluate standby power needs, prepare power one-line diagram.
- 30% drawings will be used to develop a Class 5 cost estimate.

***Deliverables:***

- 30% design drawings in both PDF and DWG format
- Specifications table of contents
- 30% design workshop minutes and agendas
- Association for the Advancement of Cost Engineering (AACE) Class 5 level cost estimate

***Assumptions:***

- City staff will provide review comments in a workshop setting.
- The 30% drawings will not be revised based on City comment. Stantec will prepare a comment-response log and review responses with the City. The comment-response log will be used to start the 60% design drawings and be integrated into the design during Phase 2.
- Drawings will be prepared using Stantec CAD standards with the exception of the cover sheet. A combination of Revit and AutoCAD version 2022 will be used.
- A maximum of 64 drawings are anticipated.
- No changes to pedestrian and vehicular access to the existing buildings are required.
- The City will provide a list of any preferred manufacturers of equipment.
- Street improvements in the ROW, curb and gutter, a driveway, or pavement are not required.
- The following are not required under Phase 1: SWPPP, drainage Technical Information Report, stormwater treatment BMPs for site runoff, detention, storm drain improvements in the ROW, or extensive stormwater quality treatment.
- PFAS backwash supply will be provided directly from the distribution system.
- The City will provide power consumption records for the site for last two years.

***Task 430: DOH Engagement and Coordination***

Coordinate meeting with DOH, City, and Stantec during the preliminary design phase as the PER is being submitted to review project design criteria and to familiarize DOH with the overall approach.

***Deliverables:***

- One virtual meeting with DOH, City, and Stantec attended by up to three Stantec team members
- Meeting agenda and minutes

***Assumptions:***

- One virtual meeting with DOH, City, and Stantec attended by up to three Stantec team members
- Meeting agenda and minutes

***Task 440: Public Outreach***

Stantec communications support team to provide City public outreach materials or support council presentations with graphics and project highlights.

***Deliverables:***

- One site graphic and site rendering
- One project handout type document

***Assumptions:***

- In person attendance at council meeting is not included
- Support limited to 40 hours for Phase 1

**TASK 800 – UNANTICIPATED SERVICES**

***Task 810: Phase 1 Unanticipated Services***

Provide budget allowance for potential additional work requested by the City. No work will be completed under this task without written approval and direction from the City. The budgeted amount for unanticipated services is as provided in Attachment D.

***Deliverables:***

- To be determined

***Assumptions:***

- Stantec will prepare a change request describing each additional and identifiable task under this allowance. The change request will include a short description of the added scope with budget to be authorized prior to proceeding, unless otherwise directed in writing by the City.
- City to provide direction and authorization for requested additional work, if needed

**DESIGN FEE**

All work described in this Scope of Services will be performed for a not-to-exceed price of \$615,741.12 as shown in Attachment D.

**ADDITIONAL ATTACHMENTS**

Provided attachments are as follows; note that this Scope of Services for Phase 1 is Attachment A:

- Attachment B – Preliminary Drawing List
- Attachment C – Draft Schedule
- Attachment D – Fee

Regards,

**Stantec Consulting Services Inc.**



**Andrew Nishihara, PE, ENV SP**

Project Manager

Phone: (503) 220-5432

andrew.nishihara@stantec.com

## Attachment B

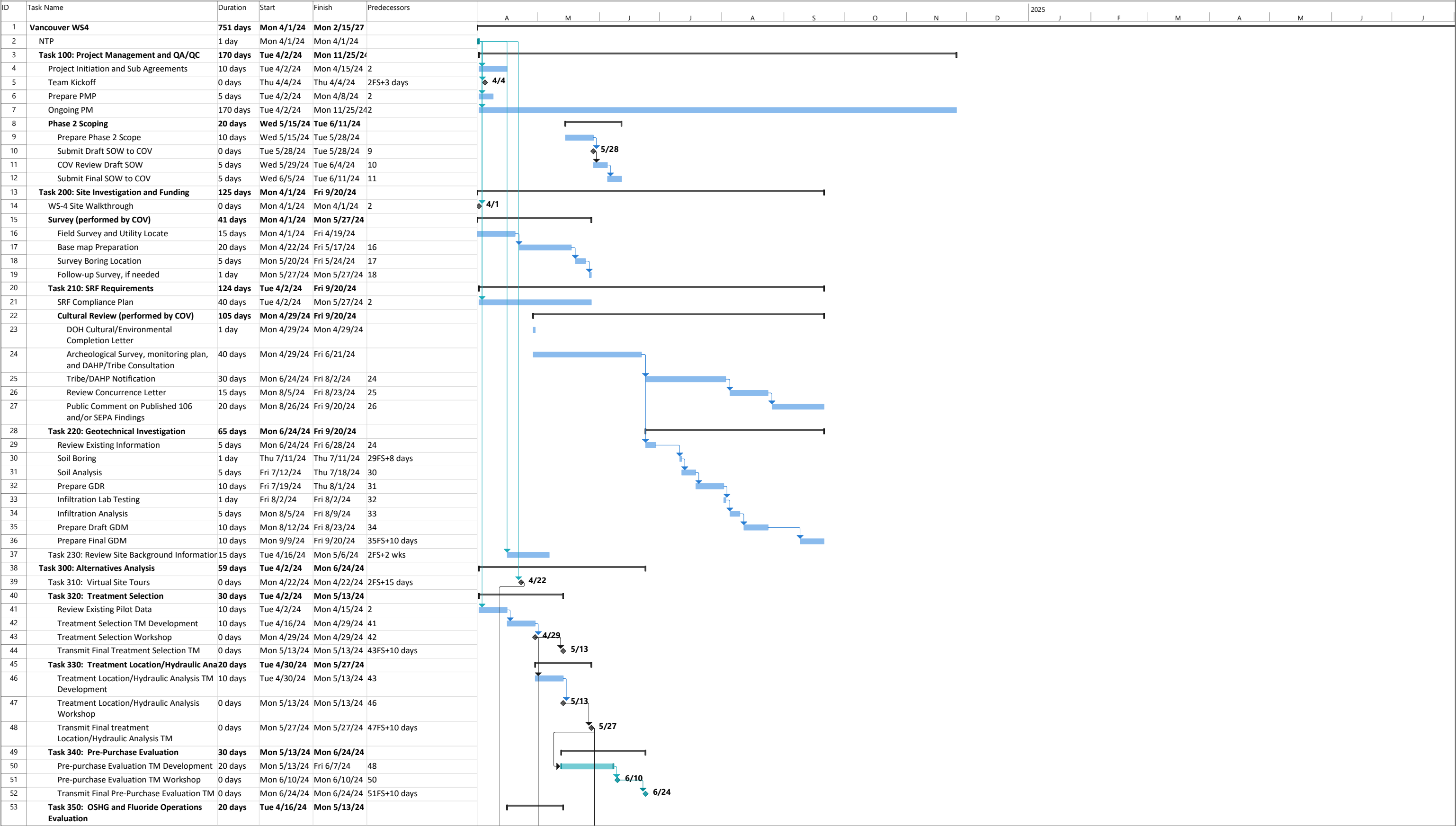
## Phase 1 - Preliminary Drawing List

| #                         | Discipline | Sheet No. | Name                                |
|---------------------------|------------|-----------|-------------------------------------|
| <b>General</b>            |            |           |                                     |
| 001                       |            | 00G-001   | Cover Page                          |
| 002                       |            | 00G-002   | Drawing Index                       |
| 003                       |            | 00G-003   | Location Plan and Key Plan          |
| 004                       |            | 00G-004   | WTP Isometric View                  |
| 005                       |            | 00G-005   | Process Flow Diagram                |
| 006                       |            | 00G-006   | Hydraulic Profile - Main Process    |
| 007                       |            | 00G-007   | Symbols and Abbreviations           |
| 008                       |            | 00G-008   | Pipe Schedule - Fluid Abbreviations |
| 009                       |            | 00G-009   | Pipe Schedule - Materials           |
| <b>Civil</b>              |            |           |                                     |
| 010                       |            | 00C-001   | General Notes and Design Criteria   |
| 011                       |            | 00C-101   | Site Layout                         |
| 012                       |            | 00C-102   | Site Grading and Paving Plan        |
| 013                       |            | 00C-103   | Site Stormwater Plan                |
| 014                       |            | 00C-104   | Site Erosion Control Plan           |
| 015                       |            | 00C-301   | Yard Piping                         |
| 016                       |            | 00C-302   | Site Sections                       |
| <b>Landscape</b>          |            |           |                                     |
| 017                       |            | 00L-001   | General Notes                       |
| 018                       |            | 10L-101   | Planting Plan                       |
| <b>Architecture</b>       |            |           |                                     |
| 019                       |            | 00A-001   | General Notes and Schedules         |
| 021                       |            | 20A-101   | Floor Plan                          |
| 022                       |            | 20A-201   | Elevations                          |
| 024                       |            | 20A-901   | Renderings                          |
| 025                       |            | 30A-101   | Floor Plan                          |
| 026                       |            | 30A-201   | Elevations                          |
| 028                       |            | 30A-901   | Renderings                          |
| <b>Structural</b>         |            |           |                                     |
| 029                       |            | 00S-001   | General Notes and Design Criteria   |
| 030                       |            | 20S-101   | Plan                                |
| 034                       |            | 30S-101   | Plan                                |
| <b>Process Mechanical</b> |            |           |                                     |
| 038                       |            | 00D-001   | Valve & Equipment Schedules - 1     |
| 039                       |            | 00D-002   | Valve & Equipment Schedules - 2     |
| 040                       |            | 00D-501   | Mechanical Details - 1              |
| 041                       |            | 00D-502   | Mechanical Details - 2              |
| 042                       |            | 00D-503   | Mechanical Details - 3              |
| 043                       |            | 20D-102   | Plan                                |
| 044                       |            | 20D-102   | Details                             |
| 045                       |            | 20D-301   | Sections                            |
| 046                       |            | 20D-302   | Sections                            |
| 047                       |            | 30D-101   | Plan                                |
| 048                       |            | 30D-301   | Details                             |
| 049                       |            | 30D-101   | Sections                            |
| 050                       |            | 30D-102   | Sections                            |
| 051                       |            | 30D-301   | Sections                            |
| <b>HVAC</b>               |            |           |                                     |
| 052                       |            | 00M-001   | Symbols, Notes and Abbreviations    |
| 055                       |            | 20M-101   | Plans                               |
| 056                       |            | 30M-101   | Plans                               |

| #   | Discipline                           | Sheet No. | Name                                 |
|-----|--------------------------------------|-----------|--------------------------------------|
|     | <b>Plumbing</b>                      |           |                                      |
| 057 |                                      | 00P-001   | Symbols, Notes and Abbreviations     |
| 058 |                                      | 00P-002   | Standard Details - 1                 |
|     | <b>Electrical</b>                    |           |                                      |
| 061 |                                      | 00E-601   | Single Line Diagram - 1              |
| 062 |                                      | 20E-101   | Electrical Plans - 1                 |
|     | <b>Instrumentation &amp; Control</b> |           |                                      |
| 065 |                                      | 00I-001   | Symbols, Legends & Abbreviations - 1 |
| 066 |                                      | 00I-002   | Symbols, Legends & Abbreviations - 2 |
| 067 |                                      | 00I-003   | Symbols, Legends & Abbreviations - 3 |
| 068 |                                      | 00I-018   | SCADA Architecture - 1               |
| 069 |                                      | 00I-019   | SCADA Architecture - 2               |
| 070 |                                      | 20I-601   | P&ID - Chem Feed - 1                 |
| 071 |                                      | 20I-602   | P&ID - Chem Feed - 2                 |
| 072 |                                      | 30I-603   | P&ID - GAC/IC - 1                    |
| 073 |                                      | 30I-604   | P&ID - GAC/IC - 2                    |
| 074 |                                      | 30I-605   | P&ID - GAC/IC - 3                    |
| 075 |                                      | 30I-606   | P&ID - GAC/IC - 4                    |
| 076 |                                      | 30I-607   | P&ID - GAC/IC - 5                    |
| 077 |                                      | 30I-608   | P&ID - Pumps - 1                     |
| 078 |                                      | 30I-609   | P&ID - Pumps - 2                     |

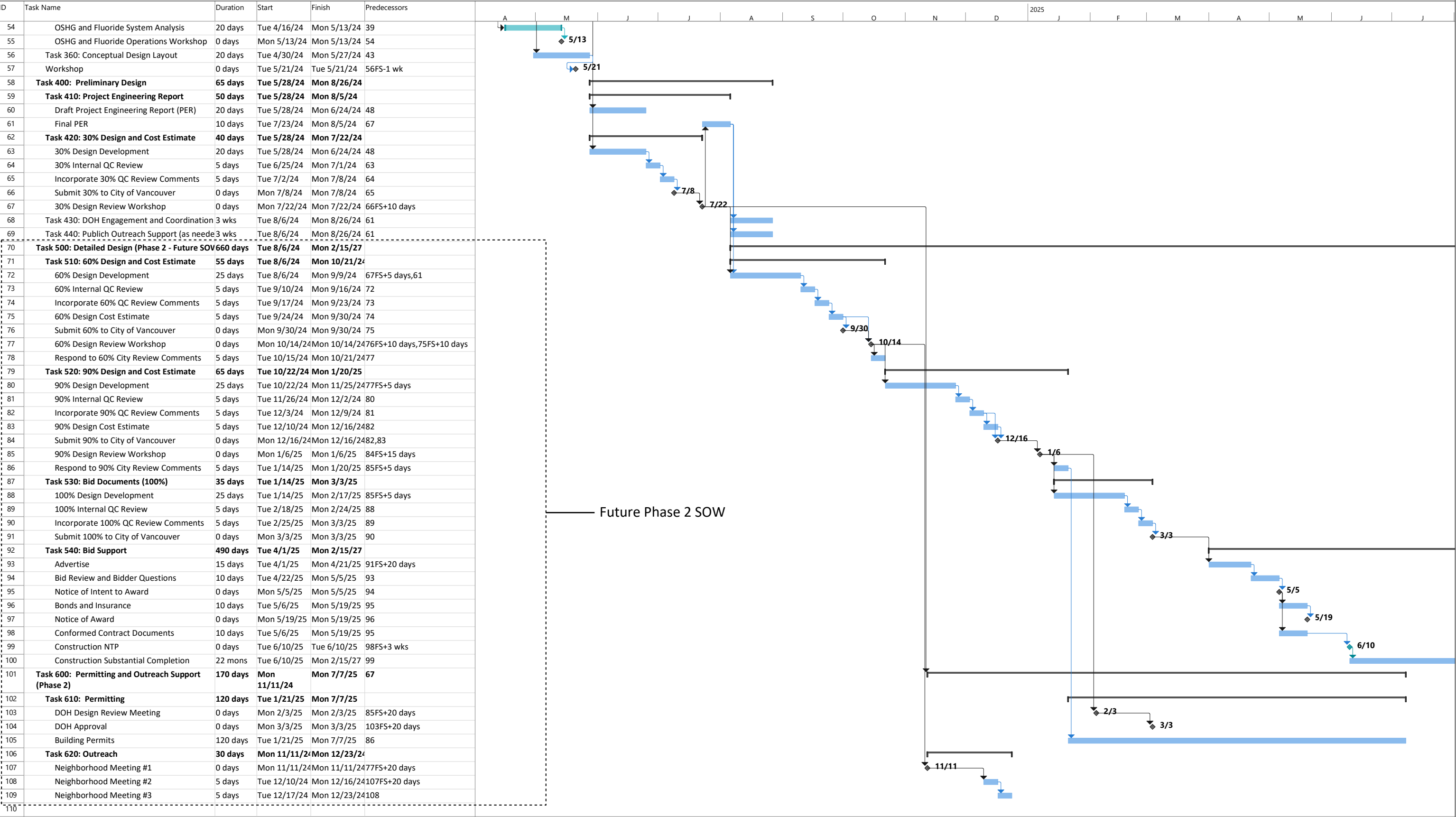


WS4 PFAS Treatment Facility Draft Design Schedule





WS4 PFAS Treatment Facility Draft Design Schedule





Attachment D  
Fee - WS4 PFAS  
03/06/2024

|                                                                      | PIC          | Project Manager   | Design Manager | Quality Reviewer | PFAS SME          | PFAS SME      | PFAS SME       | Structural Lead  | Funding Lead | Civil Reviewer   | Architectural Lead | HVAC Lead                |
|----------------------------------------------------------------------|--------------|-------------------|----------------|------------------|-------------------|---------------|----------------|------------------|--------------|------------------|--------------------|--------------------------|
| Name<br>Project Billing Rate (T&M)<br>Total Units (T&M)<br>Fee (T&M) | Black, Bryan | Nishihara, Andrew | Odell, Adam    | Price, Michael   | Jacangelo, Joseph | Capelle, Ryan | Hadacek, Tyler | Perkins, Matthew | Pugel, Kim   | Kittredge, Chris | Sanchez, Eric      | Saptarishy, Shivani Amol |
|                                                                      | \$287.22     | \$200.96          | \$205.33       | \$391.17         | \$408.83          | \$229.83      | \$214.89       | \$217.58         | \$164.65     | \$270.42         | \$183.06           | \$133.40                 |
|                                                                      | 164.00       | 260.00            | 232.00         | 28.00            | 12.00             | 30.00         | 12.00          | 92.00            | 12.00        | 60.00            | 132.00             | 68.00                    |
|                                                                      | \$47,104.08  | \$52,249.60       | \$47,636.56    | \$10,952.76      | \$4,905.96        | \$6,894.90    | \$2,578.68     | \$20,017.36      | \$1,975.80   | \$16,225.20      | \$24,163.92        | \$9,071.20               |

| WBS Code | Task Name                      | Start Date | End Date   | Units |       |        |       |      |      |      |       |      |       |        |       |
|----------|--------------------------------|------------|------------|-------|-------|--------|-------|------|------|------|-------|------|-------|--------|-------|
| 1        | Project Management             | 2024-04-01 | 2024-08-31 | 32.00 | 64.00 | 32.00  |       |      |      |      |       |      |       |        |       |
| 2        | Site Investigation             | 2024-04-01 | 2024-08-31 |       |       |        |       |      |      |      |       |      |       |        |       |
| 2.1      | SRF Requirements & Permitting  | 2024-04-01 | 2024-08-31 |       | 2.00  | 2.00   |       |      |      |      |       | 8.00 | 8.00  | 4.00   |       |
| 2.2      | Geotechnical Investigation     | 2024-04-01 | 2024-08-31 | 2.00  | 2.00  | 2.00   |       |      |      |      | 4.00  |      |       |        |       |
| 2.3      | Review Site Background Info    | 2024-04-01 | 2024-08-31 | 2.00  | 8.00  | 8.00   |       |      |      |      |       |      |       |        |       |
| 3        | Alternatives Analysis          | 2024-04-01 | 2024-06-30 |       |       |        |       |      |      |      |       |      |       |        |       |
| 3.1      | Virtual Site Tours             | 2024-04-01 | 2024-06-30 | 4.00  | 4.00  | 4.00   |       |      |      |      |       |      |       |        |       |
| 3.2      | Treatment Selection            | 2024-04-01 | 2024-06-30 | 8.00  | 16.00 | 8.00   | 2.00  | 8.00 | 8.00 | 8.00 |       |      |       |        |       |
| 3.3      | Treatment Location             | 2024-04-01 | 2024-06-30 | 6.00  | 8.00  | 4.00   |       | 4.00 | 4.00 | 4.00 |       |      |       |        |       |
| 3.4      | Pre-Purchase Eval              | 2024-04-01 | 2024-06-30 | 8.00  | 12.00 | 12.00  |       |      | 4.00 |      |       |      |       |        |       |
| 3.5      | OSHG and Fluoride Eval         | 2024-04-01 | 2024-06-30 | 8.00  | 12.00 | 12.00  | 4.00  |      |      |      |       |      |       |        |       |
| 3.6      | Conceptual Design Layout       | 2024-04-01 | 2024-06-30 | 6.00  | 8.00  | 8.00   | 2.00  |      | 2.00 |      |       |      | 8.00  |        |       |
| 4        | Preliminary Design             | 2024-06-01 | 2024-08-31 |       |       |        |       |      |      |      |       |      |       |        |       |
| 4.1      | Preliminary Engineering Report | 2024-06-01 | 2024-08-31 | 24.00 | 40.00 | 40.00  | 4.00  |      | 4.00 |      | 8.00  | 4.00 | 4.00  | 8.00   | 8.00  |
| 4.2      | 30% Design                     | 2024-06-01 | 2024-08-31 | 60.00 | 80.00 | 100.00 | 16.00 |      | 8.00 |      | 80.00 |      | 40.00 | 120.00 | 60.00 |
| 4.3      | DOH Engagement & Coordination  | 2024-06-01 | 2024-08-31 | 2.00  | 2.00  |        |       |      |      |      |       |      |       |        |       |
| 4.4      | Public Outreach                | 2024-06-01 | 2024-08-31 | 2.00  | 2.00  |        |       |      |      |      |       |      |       |        |       |
| 8        | Unanticipated Services         | 2024-04-01 | 2024-08-31 |       |       |        |       |      |      |      |       |      |       |        |       |
| 8.1      | Phase 1 Unanticipated Services | 2024-04-01 | 2024-08-31 |       |       |        |       |      |      |      |       |      |       |        |       |

Subconsultants are subject to 12.5% G&A fee



|                                    |                              |                        |                         |                              |                         |                      |                                     |                       |                           |                 |                             |                             |
|------------------------------------|------------------------------|------------------------|-------------------------|------------------------------|-------------------------|----------------------|-------------------------------------|-----------------------|---------------------------|-----------------|-----------------------------|-----------------------------|
| <i>Electrical and I&amp;C Lead</i> | <i>Senior Cost Estimator</i> | <i>Senior Engineer</i> | <i>Project Engineer</i> | <i>Constructability Lead</i> | <i>Senior CADD Lead</i> | <i>CADD Designer</i> | <i>Project Controls and Support</i> | <i>Communications</i> | <i>Project Accounting</i> | <i>Expenses</i> | <i>Shannon &amp; Wilson</i> | <i>Mackay &amp; Sposito</i> |
| Deerkop, John                      | Zavala, Tomas                | Thomson, Sean          | Philbrick, Danielle     | Silva, Wes                   | Kitts, Christopher      | Lim, Aldridge        | Horne, Ariana                       | Fossum, Ryanna        | Rogers, Sarrina           |                 |                             |                             |
| \$239.52                           | \$295.02                     | \$148.03               | \$132.22                | \$200.54                     | \$169.04                | \$130.55             | \$92.68                             | \$146.00              | \$69.78                   | \$1.00          | \$1.125                     | \$1.125                     |
| 140.00                             | 88.00                        | 220.00                 | 310.00                  | 16.00                        | 102.00                  | 408.00               | 32.00                               | 32.00                 | 16.00                     | 50,000.00       | 51,717.00                   | 42,902.00                   |
| \$33,532.80                        | \$25,961.76                  | \$32,566.60            | \$40,988.20             | \$3,208.64                   | \$17,242.08             | \$53,264.40          | \$2,965.76                          | \$4,672.00            | \$1,116.48                | \$50,000.00     | \$58,181.63                 | \$48,264.75                 |

|        |       |        |        |      |       |        |      |       |  |           |           |           |
|--------|-------|--------|--------|------|-------|--------|------|-------|--|-----------|-----------|-----------|
|        |       |        |        |      |       |        |      |       |  |           |           |           |
| 24.00  |       | 24.00  |        |      |       | 16.00  |      | 16.00 |  | 5,000.00  |           |           |
|        |       |        |        |      |       |        |      |       |  |           |           |           |
|        |       |        | 4.00   |      |       |        |      |       |  |           | 51,717.00 | 26,918.00 |
|        |       |        |        |      |       |        |      |       |  |           |           |           |
|        |       | 16.00  | 16.00  |      |       |        |      |       |  |           |           |           |
|        |       |        |        |      |       |        |      |       |  |           |           |           |
|        |       |        |        |      |       |        |      |       |  |           |           |           |
|        |       |        |        |      |       |        |      |       |  |           |           |           |
|        |       | 8.00   | 8.00   |      | 4.00  | 8.00   |      |       |  |           |           |           |
| 4.00   | 4.00  | 8.00   | 8.00   |      |       |        |      |       |  |           |           |           |
| 4.00   | 4.00  | 8.00   | 8.00   |      |       |        |      |       |  |           |           |           |
| 4.00   |       | 16.00  | 16.00  |      | 8.00  | 16.00  |      |       |  |           |           |           |
|        |       |        |        |      |       |        |      |       |  |           |           |           |
|        |       |        |        |      |       |        |      |       |  |           |           |           |
| 8.00   |       | 20.00  | 60.00  | 8.00 | 8.00  | 24.00  | 8.00 |       |  |           |           |           |
| 120.00 | 80.00 | 120.00 | 160.00 | 8.00 | 80.00 | 360.00 | 8.00 |       |  |           |           | 15,984.00 |
|        |       |        | 4.00   |      |       |        |      |       |  |           |           |           |
|        |       |        | 2.00   |      | 2.00  |        |      | 32.00 |  |           |           |           |
|        |       |        |        |      |       |        |      |       |  |           |           |           |
|        |       |        |        |      |       |        |      |       |  |           |           |           |
|        |       |        |        |      |       |        |      |       |  | 45,000.00 |           |           |

| Project Summary | Hours    | Labour       | Expense     | Subs         | Total        |
|-----------------|----------|--------------|-------------|--------------|--------------|
| Fixed Fee       | 0.00     | \$0.00       | \$0.00      | \$0.00       | \$0.00       |
| Time & Material | 2,466.00 | \$459,294.74 | \$50,000.00 | \$106,446.38 | \$615,741.12 |
| Total           | 2,466.00 | \$459,294.74 | \$50,000.00 | \$106,446.38 | \$615,741.12 |

| Task Type       | Hours    | Labour       | Expense     | Subs        | Total        |
|-----------------|----------|--------------|-------------|-------------|--------------|
| Time & Material | 208.00   | \$37,948.40  | \$5,000.00  | \$0.00      | \$42,948.40  |
| Time & Material | 88.00    | \$16,120.36  | \$0.00      | \$88,464.38 | \$104,584.74 |
| Time & Material | 28.00    | \$5,554.26   | \$0.00      | \$30,282.75 | \$35,837.01  |
| Time & Material | 10.00    | \$2,257.34   | \$0.00      | \$58,181.63 | \$60,438.97  |
| Time & Material | 50.00    | \$8,308.76   | \$0.00      | \$0.00      | \$8,308.76   |
| Time & Material | 342.00   | \$71,922.62  | \$0.00      | \$0.00      | \$71,922.62  |
| Time & Material | 12.00    | \$2,774.04   | \$0.00      | \$0.00      | \$2,774.04   |
| Time & Material | 58.00    | \$14,766.50  | \$0.00      | \$0.00      | \$14,766.50  |
| Time & Material | 58.00    | \$11,529.08  | \$0.00      | \$0.00      | \$11,529.08  |
| Time & Material | 60.00    | \$12,472.72  | \$0.00      | \$0.00      | \$12,472.72  |
| Time & Material | 60.00    | \$13,118.08  | \$0.00      | \$0.00      | \$13,118.08  |
| Time & Material | 94.00    | \$17,262.20  | \$0.00      | \$0.00      | \$17,262.20  |
| Time & Material | 1,828.00 | \$333,303.36 | \$0.00      | \$17,982.00 | \$351,285.36 |
| Time & Material | 280.00   | \$51,282.72  | \$0.00      | \$0.00      | \$51,282.72  |
| Time & Material | 1,500.00 | \$274,264.52 | \$0.00      | \$17,982.00 | \$292,246.52 |
| Time & Material | 8.00     | \$1,505.24   | \$0.00      | \$0.00      | \$1,505.24   |
| Time & Material | 40.00    | \$6,250.88   | \$0.00      | \$0.00      | \$6,250.88   |
| Time & Material | 0.00     | \$0.00       | \$45,000.00 | \$0.00      | \$45,000.00  |
| Time & Material | 0.00     | \$0.00       | \$45,000.00 | \$0.00      | \$45,000.00  |



**Washington State  
Department of Transportation**

**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

August 31, 2023

Stantec Consulting Services (US Division)  
3789 Laramore Road  
Marianna, FL 32448

Subject: Acceptance FYE 2022 ICR – Cognizant Review

Dear April Stonebreaker:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) based on the “Cognizant Review” from the Arizona Department of Transportation (ADOT) as follows:

- Home Rate: 159.89% of direct labor  
(rate includes 0.42% Facilities Capital Cost of Money).
- Field Rate: 117.11 % of direct labor  
(rate includes 0.28% Facilities Capital Cost of Money).

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards,

*Schatzie Harvey*

[Schatzie Harvey \(Sep 1, 2023 15:45 PDT\)](#)

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:leg

**Vancouver – Water Station 4 PFAS Phase 1 – Rate Table**

| <b>Employee</b>          | <b>2024 Direct Rate</b> | <b>OH Rate 159.89%</b> | <b>Profit 15%</b> | <b>Total Billing Rate</b> |
|--------------------------|-------------------------|------------------------|-------------------|---------------------------|
| Black, Bryan             | \$96.10                 | \$153.65               | \$37.46           | \$287.22                  |
| Capelle, Ryan            | \$76.90                 | \$122.96               | \$29.98           | \$229.83                  |
| Deerkop, John            | \$80.14                 | \$128.14               | \$31.24           | \$239.52                  |
| Fossum, Ryanna           | \$48.85                 | \$78.11                | \$19.04           | \$146.00                  |
| Hadacek, Robert Tyler    | \$71.90                 | \$114.96               | \$28.03           | \$214.89                  |
| Horne, Ariana            | \$31.01                 | \$49.58                | \$12.09           | \$92.68                   |
| Jacangelo, Joseph        | \$136.79                | \$218.71               | \$53.33           | \$408.83                  |
| Kittredge, Chris         | \$90.48                 | \$144.67               | \$35.27           | \$270.42                  |
| Kitts, Christopher       | \$56.56                 | \$90.43                | \$22.05           | \$169.04                  |
| Lim, Aldridge            | \$43.68                 | \$69.84                | \$17.03           | \$130.55                  |
| Nishihara, Andrew        | \$67.24                 | \$107.51               | \$26.21           | \$200.96                  |
| Odell, Adam              | \$68.70                 | \$109.84               | \$26.78           | \$205.33                  |
| Perkins, Matthew         | \$72.80                 | \$116.40               | \$28.38           | \$217.58                  |
| Philbrick, Danielle      | \$44.24                 | \$70.74                | \$17.25           | \$132.22                  |
| Price, Michael           | \$130.88                | \$209.26               | \$51.02           | \$391.17                  |
| Pugel, Kim               | \$55.09                 | \$88.08                | \$21.48           | \$164.65                  |
| Rogers, Sarrina          | \$23.35                 | \$37.33                | \$9.10            | \$69.78                   |
| Sanchez, Eric            | \$61.25                 | \$97.93                | \$23.88           | \$183.06                  |
| Saptarishy, Shivani Amol | \$44.63                 | \$71.37                | \$17.40           | \$133.40                  |
| Silva, Wes               | \$67.10                 | \$107.29               | \$26.16           | \$200.54                  |
| Thomson, Sean            | \$49.53                 | \$79.19                | \$19.31           | \$148.03                  |
| Zavala, Tom              | \$98.71                 | \$157.83               | \$38.48           | \$295.02                  |



**Development Division**  
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7345 Linderson Way SW  
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[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

September 5, 2023

MacKay Sposito, Inc.  
18405 SE Mill Plain Blvd, Suite 100  
Vancouver, WA 98683

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Jyoti Sohi:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR as follows:

- Home Rate: 167.63% of direct labor
- Field Rate: 133.73% of direct labor

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards,

  
[Schatzie Harvey \(Sep 5, 2023 12:08 PDT\)](#)

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:leg

Actuals Not To Exceed Table (ANTE)

| COV Water Station 4 PFAS Treatment System |  |                           |          |           |                                             |
|-------------------------------------------|--|---------------------------|----------|-----------|---------------------------------------------|
| MacKay Sposito, Inc                       |  |                           |          |           |                                             |
| 18405 SE Mill Plain Blvd, Suite 100       |  |                           |          |           |                                             |
| Vancouver, WA 98683                       |  |                           |          |           |                                             |
| Updated 02/28/2024                        |  |                           |          |           |                                             |
| Job Classifications (Empty Types)         |  | Direct Labor<br>Rate NTE* | Overhead | Fixed Fee | All Inclusive<br>Hourly Billing<br>Rate NTE |
|                                           |  |                           | NTE*     | NTE       |                                             |
|                                           |  |                           | 167.63%  | 30.00%    |                                             |
| Accounting Manager                        |  | \$60.00                   | \$100.57 | \$18.00   | \$178.57                                    |
| Administrative Assistant                  |  | \$35.88                   | \$60.15  | \$10.76   | \$106.79                                    |
| Administrative Coordinator                |  | \$37.70                   | \$63.20  | \$11.31   | \$112.21                                    |
| Administrative Manager                    |  | \$60.00                   | \$100.57 | \$18.00   | \$178.57                                    |
| Public Involvement Coordinator            |  | \$33.54                   | \$56.22  | \$10.06   | \$99.83                                     |
| Public Involvement Associate/Mgr.         |  | \$64.00                   | \$107.29 | \$19.20   | \$190.49                                    |
| Creative Designer                         |  | \$25.48                   | \$42.71  | \$7.64    | \$75.84                                     |
| Clerical                                  |  | \$24.96                   | \$41.84  | \$7.49    | \$74.29                                     |
| Design Technician I                       |  | \$31.20                   | \$52.30  | \$9.36    | \$92.86                                     |
| Design Technician II                      |  | \$33.80                   | \$56.66  | \$10.14   | \$100.60                                    |
| Design Technician III                     |  | \$37.96                   | \$63.63  | \$11.39   | \$112.98                                    |
| Design Technician IV                      |  | \$41.60                   | \$69.73  | \$12.48   | \$123.81                                    |
| Engineer I                                |  | \$35.88                   | \$60.15  | \$10.76   | \$106.79                                    |
| Engineer II                               |  | \$39.00                   | \$65.38  | \$11.70   | \$116.08                                    |
| Engineer III                              |  | \$43.16                   | \$72.35  | \$12.95   | \$128.46                                    |
| Engineer IV                               |  | \$44.20                   | \$74.09  | \$13.26   | \$131.55                                    |
| Engineering Manager                       |  | \$68.50                   | \$114.83 | \$20.55   | \$203.89                                    |
| Environmental Manager I                   |  | \$50.44                   | \$84.55  | \$15.13   | \$150.12                                    |
| Environmental Manager II                  |  | \$69.00                   | \$115.67 | \$20.70   | \$205.38                                    |
| Environmental Specialist I                |  | \$41.08                   | \$68.86  | \$12.32   | \$122.27                                    |
| Environmental Specialist II               |  | \$41.60                   | \$69.73  | \$12.48   | \$123.81                                    |
| Environmental Specialist III              |  | \$43.68                   | \$73.22  | \$13.10   | \$130.00                                    |
| Environmental Specialist IV               |  | \$45.76                   | \$76.71  | \$13.73   | \$136.20                                    |
| GIS Mapping Specialist I                  |  | \$41.08                   | \$68.86  | \$12.32   | \$122.27                                    |
| GIS Mapping Specialist II                 |  | \$45.24                   | \$75.84  | \$13.57   | \$134.65                                    |
| IT Technician/Support                     |  | \$34.32                   | \$57.53  | \$10.30   | \$102.15                                    |
| Land Surveyor I                           |  | \$43.68                   | \$73.22  | \$13.10   | \$130.00                                    |
| Land Surveyor II                          |  | \$45.76                   | \$76.71  | \$13.73   | \$136.20                                    |
| Land Surveyor III                         |  | \$49.92                   | \$83.68  | \$14.98   | \$148.58                                    |
| Land Surveyor IV                          |  | \$70.00                   | \$117.35 | \$21.00   | \$208.35                                    |
| Landscape Architect I                     |  | \$45.24                   | \$75.84  | \$13.57   | \$134.65                                    |
| Landscape Architect II                    |  | \$46.80                   | \$78.45  | \$14.04   | \$139.29                                    |
| Landscape Designer I                      |  | \$31.20                   | \$52.30  | \$9.36    | \$92.86                                     |
| Landscape Designer II                     |  | \$32.50                   | \$54.48  | \$9.75    | \$96.73                                     |
| Landscape Designer III                    |  | \$45.24                   | \$75.84  | \$13.57   | \$134.65                                    |
| Landscape Manager                         |  | \$68.50                   | \$114.83 | \$20.55   | \$203.89                                    |
| Natural Resource Specialist I             |  | \$25.48                   | \$42.71  | \$7.64    | \$75.84                                     |
| Natural Resource Specialist II            |  | \$39.52                   | \$66.25  | \$11.86   | \$117.62                                    |
| Natural Resource Specialist III           |  | \$43.68                   | \$73.22  | \$13.10   | \$130.00                                    |
| Natural Resource Specialist IV            |  | \$45.76                   | \$76.71  | \$13.73   | \$136.20                                    |
| Planner                                   |  | \$44.72                   | \$74.96  | \$13.42   | \$133.10                                    |
| Planning Technician                       |  | \$34.84                   | \$58.40  | \$10.45   | \$103.69                                    |
| Principal                                 |  | \$85.00                   | \$142.48 | \$25.50   | \$252.98                                    |
| Project Accountant                        |  | \$39.52                   | \$66.25  | \$11.86   | \$117.62                                    |
| Project Controls Manager                  |  | \$39.00                   | \$65.38  | \$11.70   | \$116.08                                    |
| Project Coordinator                       |  | \$33.28                   | \$55.79  | \$9.98    | \$99.05                                     |
| Project Engineer                          |  | \$57.00                   | \$95.55  | \$17.10   | \$169.66                                    |
| Project Manager - Design                  |  | \$65.00                   | \$108.96 | \$19.50   | \$193.46                                    |
| Project Manager - Landscape               |  | \$47.00                   | \$78.78  | \$14.10   | \$139.88                                    |
| Project Manager - Planning                |  | \$75.00                   | \$125.73 | \$22.50   | \$223.24                                    |
| Project Manager - Survey                  |  | \$70.00                   | \$117.35 | \$21.00   | \$208.35                                    |
| Senior Planner                            |  | \$43.16                   | \$72.35  | \$12.95   | \$128.46                                    |
| Senior Principal                          |  | \$120.00                  | \$201.16 | \$36.00   | \$357.16                                    |
| Stormwater Analyst                        |  | \$41.60                   | \$69.73  | \$12.48   | \$123.81                                    |
| Survey Manager                            |  | \$66.00                   | \$110.63 | \$19.80   | \$196.43                                    |
| Survey Technician I                       |  | \$33.28                   | \$55.79  | \$9.98    | \$99.05                                     |
| Survey Technician II                      |  | \$35.36                   | \$59.27  | \$10.61   | \$105.24                                    |
| Survey Technician III                     |  | \$39.52                   | \$66.25  | \$11.86   | \$117.62                                    |
| Survey Technician IV                      |  | \$43.68                   | \$73.22  | \$13.10   | \$130.00                                    |



Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

June 2, 2023

Gregory Fischer, President  
Shannon & Wilson, Inc.  
P.O. Box 300303  
Seattle, WA 98103-9703

Dear Mr. Fischer:

We have performed a cognizant review of the audit, and supporting workpapers, of the Shannon & Wilson, Inc. Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended 12/31/2022 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. BPM, LLP performed the audit. The CPA represented that the audit was conducted in accordance with the *Government Auditing Standards*, as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. We performed our cognizant review in accordance with the *AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates*.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the audit, and supporting workpapers for the Statement of Direct Labor, Fringe Benefits, and General Overhead, and the related Auditor's Reports, we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards. Accordingly, we recommend acceptance of the following rates:

Combined/Corporate: 170.58%  
Facilities Capital Cost of Money (FCCM): 0.24%

Sincerely,

A blue ink signature of Jarron Elter, consisting of a stylized 'J' and 'E'.

Jarron Elter  
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit  
Jeff Tawney, Assistant Director of Internal Audit  
Schatzie Harvey, Contracting Services Manager  
File

## Certification of Final Indirect Costs

Firm Name: Shannon & Wilson, Inc.

Indirect Cost Rate Proposal: 170.58% plus 0.24% FCCM

Date of Proposal Preparation (mm/dd/yyyy): 6/1/2023

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2022 - 12/31/2022

*I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:*

*1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

*2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

*All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.*

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

Name of Certifying Official\* (Print): Gregory R. Fischer

Title: President

Date of Certification (mm/dd/yyyy): 6/1/2023

\*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:  
<http://www.fhwa.dot.gov/legisregs/directives/orders/44701a.htm>

**SHANNON & WILSON, INC.**  
**ACTUALS NOT TO EXCEED TABLE (ANTE)**  
**WSDOT**  
**Labor Categories and Rates**

2023

| <b>Classification</b>           | <b>Billing Rate<br/>NTE</b> |
|---------------------------------|-----------------------------|
| Senior Vice President/President | \$293.77                    |
| Vice President                  | \$258.41                    |
| Senior Consultant               | \$271.90                    |
| Senior Associate                | \$214.80                    |
| Consultant                      | \$218.51                    |
| Associate                       | \$193.68                    |
| Senior Professional II/III      | \$175.32                    |
| Senior Professional I           | \$139.06                    |
| Professional III/IV             | \$132.44                    |
| Professional I/II               | \$104.76                    |
| Instrumentation Specialist      | \$157.30                    |
| Senior Drafter/Technician       | \$135.30                    |
| Drafter/Technician IV           | \$116.18                    |
| Drafter/Technician I/II/III     | \$90.64                     |
| Senior Office Services          | \$132.61                    |
| Office Services II/III/IV       | \$90.50                     |
| Office Services I               | \$79.64                     |

invoiced costs may not exceed the NTE rate per classification



**Staff Report: 198-24**

**To:** Mayor and City Council  
**From:** City Manager  
**Date:** October 7, 2024

**Subject**

Sub-Recipient Agreement between City of Vancouver and the Washington Traffic Safety Commission

**Key Points**

Washington Traffic Safety Commission (WTSC) Grants provide overtime funding for regional traffic safety initiatives, including emphasis such as impaired driving, distracted driving, and seat belt enforcement.

**Strategic Plan Alignment**

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

**Present Situation**

VPD often seeks strategic funding opportunities to provide supplemental funding for public safety programs. WTSC awards provide overtime funding for VPD's Traffic Unit to coordinate and implement regional traffic enforcement activities to address high-risk driving behaviors associated with impaired driving, distracted driving, seat belt enforcement, and speeding.

Fatalities have increased by almost 40 percent in the last five years. The main causes of serious injury and fatality collisions in the State of Washington are due to impairment through drug and/or alcohol use, speeding, unrestrained or misuse of seat belt, or distracted driving.

This sub-recipient agreement between the City of Vancouver and WTSC is an annual renewal and effective from October 1, 2024, through September 30, 2025.

**Advantage(s)**

Enhance community safety by coordinating and implementing regional traffic enforcement activities to address high-risk driving behaviors through a continued partnership with Washington State Traffic Commission.

**Challenge(s)**

None

**Budget Impact**

None

**Prior Council Review**

None

**Action Requested**

Authorize the City Manager or his designee to approve the 2024-2025 Washington Traffic Safety

Commission High Visibility Enforcement Grant.

**Staff Contact**

Daphine Harris, Finance and Logistics Supervisor, [daphine.harris@cityofvancouver.us](mailto:daphine.harris@cityofvancouver.us)

**Attachments:**

1. Region 6 Interagency Agreement
2. Grant Requirements Acknowledgment Form for HVE



## INTERAGENCY AGREEMENT

### BETWEEN THE

**Washington Traffic Safety Commission**

### AND



THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and \_\_\_\_\_, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

#### 1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) number 20.600 for traffic safety grant project 2025-HVE-5437-Region 6 Target Zero Task Force, specifically to provide funding for the law enforcement agencies in WTSC Region 6 to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TQM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant 2025-HVE-5437-Region 6 Target Zero Task Force was awarded to the WTSC Region 6 to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region's HVE grant.

#### 2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2024, and remain in effect until September 30, 2025 unless terminated sooner, as provided herein.

#### 3. SCOPE OF WORK

##### 3.1.1 Problem ID and/or Opportunity

The main causes of serious injury and fatality collisions on Washington's roadways are driver impairment through drug and/or alcohol use, speeding, occupant restraint mis/nonuse, and distraction. Fatalities have increased almost 40 percent since 2019. Despite a very high seat belt use rate (greater than 90% for many years in a row), the number of unrestrained fatalities

and serious injuries have increased to the highest number since before 2010. Since 2019, unrestrained fatalities have increased over 40 percent. Motorcyclists also represent a high number of injured and killed because of unsafe and poorly trained riders and the challenges vehicle drivers face in observing motorcycles on the road.

Washington has seen a drastic decrease in proactive enforcement of traffic laws. This decrease is due to a myriad of factors, include the COVID-19 pandemic, political actions to update laws that reduce an officer's ability to stop drivers,

This project will fund locally coordinated enforcement mobilizations to address impaired driving, distracted driving, seat belt safety, speeding, and motorcycle safety. Funding and events will be organized by local Target Zero Managers (TZMs) & the statewide Law Enforcement Liaison networks and their local Target Zero Task Force. These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination.

### 3.1.2 Project Purpose and Strategies

This project will fund High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols to prevent impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety.

High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols are designed to create deterrence by increasing the expectation of a citation/fine/arrest. Officers may also remove high risk (impaired) drivers when encountered. So together, this countermeasure works by preventing dangerous driving behaviors and stopping those who still decide to engage in those behaviors.

Funding and events will be organized by local TZMs, LELs, and their local Target Zero Task Force. Task forces will use local data and professional judgement to determine enforcement priorities for their jurisdictions and will schedule and plan enforcement and outreach activities. Regional participation in the following National Campaigns is mandatory:

- Impaired driving enforcement during the Holiday DUI campaign (December 2024).
- Distracted driving enforcement during the Distracted Driving campaign (April 2025)
- Seat belt enforcement during the Click It or Ticket campaign (May 2025).
- Impaired driving enforcement during the Summer DUI campaign (August 2025).

These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination with the WSP.

### 3.1.3 Requirements for National Mobilizations and Traffic Safety Enforcement Program (TSEP)

1. HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members. WTSC strongly believes in the expertise of local officers to understand the highest priority areas in their communities to focus their efforts.
2. The SUB-RECIPIENT will ensure that all officers participating in these patrols are BAC certified and have received and passed the SFST refresher training.
3. SUB-RECIPIENT will ensure all officers participating in Impaired Driving patrols have also received Advanced Roadside Impaired Driving Enforcement (ARIDE) training.
4. SUB-RECIPIENT shall ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details on irregularities, challenges or other details that would help explain what was encountered during their shift. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.

5. Activity conducted outside of the quarterly task force operational plans will not be reimbursed.

#### 3.1.4 Project Intent and Best Practice

1. SUB-RECIPIENT is encouraged to help their Region Task Force fulfill the requirement to participate in the four mandatory National Campaigns. (Holiday DUI campaign in December 2024, Distracted Driving campaign in April 2025, Click It or Ticket campaign in May 2025, and Summer DUI campaign in August 2025).  
NOTE: Agencies must participate in speed or impaired driving enforcement under this agreement to be eligible to receive funding under the WASPC equipment grant.
2. SUB-RECIPIENT is strongly encouraged to participate in their task force to plan and execute enforcement events.
3. Regional task force will be submitting quarterly operational plans and SUB-RECIPIENT is encouraged to participate to the fullest extent possible. Quarterly operational plans are due October 15, December 15, March 15, and June 15.
4. WTSC encourages participating officers to prioritize violations that directly contribute to the injury and death of road users, such as impaired driving, speeding, distracted driving, non-restraint, etc.
5. SUB-RECIPIENT should promote patrol events through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. It is best practice to translate messages as needed and invite local media involvement in the effort to reach communities in which HVE will occur.
6. SUB-RECIPIENT should strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.
7. When participating in motorcycle patrols SUB-RECIPIENT should focus on the illegal and unsafe driving actions of all motor vehicles interacting with motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.
8. When participating in motorcycle patrols SUB-RECIPIENT should ensure that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.
9. Performance will be monitored by the regional TZM, LEL, and Task Force, as well as WTSC. WTSC reserves the right to designate specific officers as ineligible for cost reimbursement. This will occur if an officer is determined to not have not met the purpose/intent of this grant in multiple emphasis patrols.
10. Funds can be used to support the mentoring of officers in traffic enforcement. This can be focused on impaired driving, or general traffic enforcement.  
For DUI mentorship, WTSC has found it to be best practice to include a mix of instruction and practical experience. The mentor should be a DRE when possible, or a highly effective DUI emphasis patrol officer with a minimum of ARIDE training. Mentor/mentee activities will be pre-approved by the TZM or LEL after the mentee submits their interest.
11. Community outreach/collaboration: Funds can be used to pay for traffic safety focused community outreach and collaboration activities. The operational approach for regional community outreach and collaboration activities should be developed at the Task Force level and be approved by the WTSC. WTSC recommends that these activities include an opportunity for the audience to provide feedback on local traffic safety priorities and activities, which ideally will influence the region's plan for traffic safety programming.

In order to receive funding from this grant, agencies must participate with the regional traffic safety task force/coalition in the planning efforts for these activities.

WTSC also encourages all law enforcement agencies in Washington to utilize WTSC's data analysis resources, such as interactive dashboards and data from a statewide attitudinal survey, as well their regional Target Zero Manager to identify priorities for engaging with the community.

WTSC will provide tools for documenting community collaboration activities, such as the WEMS activity log.

### 3.1.5 NATIONAL AND STATE-WIDE MOBILIZATIONS

Not all agencies are required to participate in all of these, however the region has committed to participate as a region in all of these. Dates are tentative and may change when NHTSA publishes their FFY2025 mobilization calendar.

| <b>Mobilization</b>                   | <b>Dates</b>                        |
|---------------------------------------|-------------------------------------|
| Holiday DUI                           | December 14, 2024 – January 1, 2025 |
| U Drive. U Text. U Pay.               | April 7 – 14, 2025                  |
| Click It or Ticket                    | May 12 – June 1, 2025               |
| It's a Fine Line (optional if funded) | July 7 – 20, 2025                   |
| DUI Drive Sober or Get Pulled Over    | August 13 – September 1, 2025       |

### 3.2 PROJECT GOALS

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement, law enforcement training, and community outreach. Law enforcement can have a profound effect on traffic safety and this project aims to increase participation to accomplish that.

### 3.3 COMPENSATION

3.3.1 The Compensation for the straight time or overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region's traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.3.2 WTSC will reimburse for personnel straight time or overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L&I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked.

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.3.3 Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the budget category amounts may be increased or decreased without amending this

agreement, so long as the total grant award amount does not increase. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication between the regional TZM and assigned WTSC Program Manager. This communication shall include details of the requested budget modifications and a description of why these changes are needed. The TZM will also send an updated quarterly Operations Plan to the WASPC representative monitoring the project if the budget modification will result in changes to the previously submitted plan.

- 3.3.4 These funds, designated for salaries and benefits, are intended to pay for the hourly straight time or overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification. This agreement is expressly designated to fund salaries and benefits. By signing this agreement, SUB-RECIPIENT agrees to supply all necessary equipment and vehicles needed to accomplish the work in the scope of work. WTSC is not responsible for any equipment that is lost, stolen, or destroyed in the execution of the scope of work.
- 3.3.5 Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- 3.3.6 Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- 3.3.7 The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.
- 3.3.8 The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

#### 3.4 PROJECT COSTS

The WTSC has awarded \$110,000 to the WTSC Region 6 Traffic Safety Task Force for the purpose of conducting coordinated HVE enforcement and community outreach/collaboration activities. The funding must be used for traffic safety purposes in the areas of impaired driving, distracted driving, occupant restraint use, speeding, and motorcycle safety. See the project in WEMS for an updated distribution of funding by specific emphasis area.

By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved straight time or overtime expenses incurred as a participant in this grant. Funds are expressly designated for staffing activities and may not be used for other expenses that may be incurred, such as vehicle damage, supply replacement, etc. All activity must be coordinated by the region's traffic safety task force and TZM to be eligible for reimbursement.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

#### 4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

#### **5. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

#### **6. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

#### **7. ALL WRITINGS CONTAINED HEREIN**

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

#### **8. ASSIGNMENT**

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

#### **9. ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

#### **10. BILLING PROCEDURE**

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2025, **must be received by WTSC no later than August 10, 2025**. All invoices for goods received or services performed between July 1, 2024 and September 30, 2025, **must be received by WTSC no later than November 15, 2025**.

#### **11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION**



The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

## **12. COST PRINCIPLES**

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

## **13. COVENANT AGAINST CONTINGENT FEES**

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

## **14. DISPUTES**

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

## **15. GOVERNANCE**

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

## **16. INCOME**

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

## **17. INDEMNIFICATION**

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB- RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB-RECIPIENT, **by mutual negotiation**, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

## **18. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **19. INSURANCE COVERAGE**

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

## **20. LICENSING, ACCREDITATION, AND REGISTRATION**

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

## **21. RECORDS MAINTENANCE**

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal

auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## **22. RIGHT OF INSPECTION**

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

## **23. RIGHTS IN DATA**

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

## **24. 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 Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

## **25. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

## **26. SITE SECURITY**

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

## **27. TAXES**

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

## **28. TERMINATION FOR CAUSE**

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15- day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

## **29. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

## **30. TREATMENT OF ASSETS**

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

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub- contractors.

### **31. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

### **32. BUY AMERICA ACT**

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

### **33. DEBARMENT AND SUSPENSION**

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WTSC.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for

lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

### **34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT's workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB- RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

### **35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

### **36. FEDERAL LOBBYING**

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. 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 any 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.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)**

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination ("Federal

Nondiscrimination Authorities”). These include but are not limited to:

37.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252

37.1.1.2. 49 CFR part 21

37.1.1.3. 28 CFR section 50.3

37.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

37.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)

37.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)

37.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)

37.1.1.8. The Civil Rights Restoration Act of 1987

37.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)

37.1.1.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations

37.1.1.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency

37.1.1.12. Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government

37.1.1.13. Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA”.

37.1.6. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub- contract or sub-agreement that receives federal funds under this program.

### **38. POLITICAL ACTIVITY (HATCH ACT)**

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.



### **39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

### **40. STATE LOBBYING**

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

### **41. CERTIFICATION ON CONFLICT OF INTEREST**

41.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

41.2. Based on this policy:

41.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB-RECIPIENT's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.

41.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

41.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

41.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

### **42. DESIGNATED CONTACTS**

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

|                                              |                                                                             |                                                                                 |
|----------------------------------------------|-----------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| <b>The Contact for the SUB-RECIPIENT is:</b> | <b>The Target Zero Manager for Region <u>6</u> is:</b>                      | <b>The Contact for WTSC is:</b>                                                 |
|                                              | Jesamie Peters<br>WTSC Contractor<br>TZMJesamie@outlook.com<br>503-341-8896 | Jerry Noviello<br>WTSC Program Manager<br>jnoviello@wtsc.wa.gov<br>360-725-9897 |

#### AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

#### SUB-RECIPIENT:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

#### WASHINGTON TRAFFIC SAFETY COMMISSION

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## Grant Requirements Acknowledgment Form for High Visibility Enforcement (HVE) Mobilizations

WEMS ID: 2025-HVE-5437-Region 6 Target Zero Task Force

Before beginning work on this grant project, the grantee Project Manager should thoroughly read and understand the terms of the Inter-agency Agreement (IAA). This Grant Requirements Acknowledgment Form provides an explanation of some key terms and highlights but is not comprehensive. If the Project Manager has questions after reviewing this document, please refer to the WTSC Grants Management Manual, or contact the WTSC Program Manager assigned to this grant.

When you, the grant Project Manager, agree to this document, you certify that you understand the grant requirements and agree to fully comply with the terms and conditions set forth in the Agreement/Contract, as well as additional federal requirements outlined in the Code of Federal Regulations for Federal Grants and Agreements, as referenced below.

If anything in this document conflicts with the Agreement/Contract, the Agreement/Contract takes precedence.

### **Before you begin work, you must have:**

- A fully executed IAA or contract signed by both parties.
- Attested to the Grant Requirements Acknowledgment Form (this document).

***Work cannot begin before the start date on the IAA, or before the IAA is signed by all parties. WTSC will only reimburse expenses incurred after the IAA is fully executed.***

### **Select Contract Provisions:**

- **Statement of Work:** This summarizes the work to be done for this grant. If this changes significantly, the grantee will need to request a change in WEMS, and an IAA amendment may be required.
- **High Visibility Enforcement (HVE) Operational Requirements:** The specific HVE requirements listed in the Scope of Work are extremely important to the success of the high visibility enforcement strategy. ALL of these requirements must be followed.
- **WEMS Digital Activity Log:** WTSC requires all agencies participating in high visibility enforcement to use the WEMS system to document the activity of all participating officers. An officer cannot participate if they do not have a WEMS account and do not input their activities into the WEMS digital activity log.
- **Officer Training Requirements:** Any officer participating officer must document in WEMS that they have current qualifications for BAC and SFST.
- **Period of Performance:** All work must be completed, and goods and services must be received, during the period of performance on the IAA.

- **Compensation:**

- Comp time is not an allowable expense for reimbursement on a high visibility enforcement (HVE) campaign contract or other OT (Overtime) patrol projects. The funding for these types of projects are for the actual activity of patrolling and comp time or any other type of leave will not be reimbursed.
- All expenses must be incurred during the period of performance on the IAA.
- Expenses cannot exceed the total amount of the agreement and must fall within the amounts of each budget category as listed in the IAA.
- Funds may be moved, with prior approval and within certain limits, between planned budget categories. A formal request must be submitted to the Target Zero Manager.

- **Advance Payments Prohibited:** WTSC cannot pay for any costs prior to the work being completed or the goods being delivered.

- **Agreement Alterations and Amendments:** If your agency wants to seek an exception to any of the HVE operational requirements, you must submit an exception request to the WTSC's primary contact listed in the Interagency Agreement.

- **Billing Procedure:** Your agency is required to utilize the Digital Activity Log in the WEMS system, supplied by the WTSC for all of your invoices. Your local TZM can give you training and support if you need assistance using this system.

- **Buy America Act:** For any manufactured goods over \$5,000, the grantee must provide written certification that the goods, including IT software and hardware, were produced in the USA.

- **Cost Principles:** Grantee cannot use grant funds to replace routine and/or existing staff or expenditures. Must comply with [2 CFR Part 200 Subpart E](#).

- **Income:** Any income generated with this grant must be accounted for and applied to project purposes or used to reduce project costs.

- **Lobbying/Political Activity:** Because this grant uses federal funds, no work being funded by this grant can be used to lobby or otherwise influence state or federal officials, or support or oppose legislation; there is an allowance for "customary state practice."

- **Records Maintenance:** Maintain records pertaining to this agreement for 6 years after expiration

**Other Requirements:**

- **Promotional Item Purchase Restrictions:** No promotional items can be purchased with these grant funds.

- **Single Audit Requirements:** Required of an entity that expends \$750,000 or more annually of federal funds, federal grants, or federal awards; usually performed annually.

By checking this box and typing your name below, you certify that you agree to fully comply with the terms and conditions set forth in the Agreement, as well as the requirements listed in this document. Typing your name below constitutes your electronic signature on this document.

☐

I Agree

(Name, Agency, Title)

(Date)

**Staff Report: 199-24**

**To:** Mayor and City Council  
**From:** City Manager  
**Date:** October 7, 2024

**Subject**

Interlocal Agreement with Clark County for the Hazel Dell Avenue and Burnt Bridge Creek Trail Crossing Project

**Key Points**

- Hazel Dell Avenue between the Burnt Bridge Creek Trail and the Discovery Trail, located north and south of Alki Road, are owned and maintained by Clark County. Both the Burnt Bridge Creek Trail and Discovery Trail are owned and maintained by the City of Vancouver.
- The corridor lacks a safe marked crossing between the two trail segments, creating potential safety issues for pedestrians.
- The City has obtained grant funding that will facilitate construction of a continuous sidewalk along the west side of the street and an enhanced pedestrian crossing with rectangular rapid flashing beacon.

**Strategic Plan Alignment**

**Transportation and Mobility** – a safe, future-ready and convenient transportation system

**Vibrant and Distinct Neighborhoods** – a variety of accessible places and spaces

**Present Situation**

The Hazel Dell Avenue trail crossing project is a joint project between the City of Vancouver and Clark County. The project spans from Burnt Bridge Creek Trail and the Discovery Trail. The City has obtained grant funding from the Washington State Transportation Improvement Board (TIB) – Urban Active Transportation Program and the Regional Transportation Council (RTC) – Transportation Alternatives Program (TAP).

As outlined in the Interlocal Agreement (ILA), Vancouver will provide project management, design, topographic surveying, right of way plans, and legal descriptions. Construction bidding, construction contract administration, and grant administration will also be completed by Vancouver.

Clark County will provide real property services, environmental permitting, and review/approval of final contract documents.

**Advantage(s)**

1. Provides staff of both Clark County and the City of Vancouver clear direction on project responsibilities and allow staff to complete the project.
2. Encourages more pedestrian activity.

**Challenge(s)**

There are no known challenges.

**Budget Impact**

The project is currently funded through state TIB grant, federal TAP grant, and local matching dollars. The project is included in the Transportation Capital Fund Budget. The project is included in the 2023-2024 biennial budget.

**Prior Council Review**

1. Approval of the 2023-2024 biennial budget which included the referenced project.
2. Approval of the 2025-2030 Transportation Improvement Program (TIP), Resolution No. M-4283. (June 17, 2024).

**Action Requested**

Authorize the City Manager or designee to sign an Interlocal Agreement with Clark County for the Hazel Dell Avenue and Burnt Bridge Creek Trail Crossing Project.

**Staff Contact**

Jessica Hild, Senior Civil Engineer, Hassan Abdalla, Engineering Manager,  
Jessica.Hild@cityofvancouver.us, hassan.abdalla@cityofvancouver.us

**Attachments:**

1. ILA COV to Clark Co-Hazel Dell Ave
2. Exhibit A - Vicinity Map & Typical Section

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF VANCOUVER AND CLARK COUNTY  
For the**

**Hazel Dell Ave and Burnt Bridge Creek Trail Crossing Project  
(City of Vancouver Project No. PRJ100914)  
(Clark County Project No. PRJ0003448/ CRP #343322)**

This interlocal agreement (Agreement) is entered into between the City of Vancouver (Vancouver) and Clark County (County) pursuant to the State of Washington Interlocal Cooperation Act, chapter 39.34 RCW. Both entities may be referred to in this Agreement collectively as “Parties” or individually as a “Party”.

**I. PURPOSE**

The purpose of this agreement is to define the services, funding, payment method for the development and construction and long-term maintenance of the Hazel Dell Avenue and Burnt Bridge Creek Trail Crossing (Project). The services generally include administrative, engineering, environmental, professional, real property, and construction.

**II. THE PROJECT**

The project involves the planning, design, property acquisition, permitting, and construction of a sidewalk along Hazel Dell Avenue between the Burnt Bridge Creek Trail and the Discovery Trail located north and south of Alki Road (see EXHIBIT A). The length of the project is approximately 0.15 miles (800 lineal feet), with the impacted section of Hazel Dell Avenue being within Clark County jurisdiction, and the impacted sections of the Burnt Bridge Creek Trail and Discovery Trail being within the city jurisdiction.

**III. PROJECT FUNDING**

Vancouver has received grants through the Washington State Transportation Improvement Board (TIB) – Urban Active Transportation Program, and Federal grants through the Regional Transportation Council (RTC) - Transportation Alternatives Program (TAP), hereinafter “TIB grant,” and “TAP grant” respectively, to partially fund the Project for design and construction. Vancouver funds are to be used for the remaining design and construction of this project in its entirety.

**IV. SERVICES**

Clark County and Vancouver are both providing services for the delivery of the project. Vancouver is providing project management services, design services, topographic surveying, right of way plans, and legal descriptions. Vancouver will also complete construction bidding, construction contract administration, and grant administration.

Clark County is providing real property services, environmental permitting services, and review and approvals of final contract documents.

Additionally, Clark County is providing the following services by their internal staff for the project:

- a. **Project Management Services:** Clark County is providing project management internally at the County. Tasks include attendance at monthly team meetings and other meetings as needed, coordinating plans/specification reviews at milestones, communicating project's tasks information and status to Vancouver.
- b. **Clark County Staff Services:** Clark County is providing staff for design plan/specification reviews, project support and administrative tasks.
- c. **Real Property Services:** This work involves services necessary to acquire the property and agreements needed for the project. This includes research and obtaining title reports, project right-of-way funding estimates, appraisals, relocation documentation (if needed), property owner negotiations and associated documentation, closing and recording, and performing right-of-way certification reviews and approvals with WSDOT and FHWA, all in accordance with WSDOT and FHWA requirements (Uniform Act).
- d. **Environmental Permitting:** This work involves application for National Environmental Policy Act (NEPA) Categorical Exclusion (CE) Documentation Form and compilation of the NEPA environmental documentation in accordance with Chapter 24 of the LAG Manual and Washington State Department of Transportation (WSDOT) and/or Federal Highway Administration guidance documents.

## **V. CONSTRUCTION CONTRACT and ADMINISTRATION**

The construction contract for the Project will be bid, awarded, and administered by Vancouver pursuant to the current edition of the Washington State Department of Transportation (WSDOT) Standard Specifications and the WSDOT Local Agency Guidelines.

Vancouver will open contractor bids in a public forum and bids will be reviewed according to the WSDOT Standard Specifications. Vancouver will execute the contract with the successful contractor.

## **VI. CONTRIBUTIONS**

Clark County agrees to provide the following contributions for the project:



- a. **Project Management:** Clark County's estimate of project management costs for the project is \$20,000.
- b. **Clark County Staff:** Clark County's estimate of staff time for design review, project support, and administrative costs for the project is \$25,000.
- c. **Environmental Permitting:** Clark County's estimate of environmental permitting costs for the project is \$75,000. If a consultant is required to complete environmental permitting, the expectation is for Clark County to hire the consultant and pay for these services from the County Road Fund. Environmental permitting will include all documentation required by the federal funding awarded to the City of Vancouver.
- d. **Real Property Services:** Clark County's estimate of Real Property Services administrative costs for the project is \$130,000. Clark County Real Property Services negotiation and acquisition will result in a compensation settlement agreement with each property owner. Settlements will be based on appraised values and Just Compensation. Clark County will provide updates to the City of Vancouver for the work performed.
- e. **Clark County's estimated total contributions:**

| Description              | Amount    |
|--------------------------|-----------|
| Project Management       | \$ 20,000 |
| Clark County Staff       | \$ 25,000 |
| Environmental Permitting | \$ 75,000 |
| Real Property Services   | \$130 000 |
| Total                    | \$250,000 |

## VII. LONG-TERM MAINTENANCE

Upon project completion, Clark County agrees to maintain the constructed project components, to the extent that they are located within the County's territorial jurisdiction, including pervious sidewalk and bike lane, lighting, rectangular rapid flashing beacon, and other project appurtenances.

## VIII. INTERLOCAL ADMINISTRATION

Pursuant to RCW 39.34.030(4)(a), administration of this Agreement is shared by both agencies. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. Unless otherwise specifically agreed by the Parties in writing, all property, personal and real, utilized by the Parties hereto in the execution of this Agreement shall remain the property of that Party initially owning it. Each Party accepts responsibility for compliance with federal, state, or local laws and regulations.

**IX. INDEPENDENT CONTRACTOR**

The services provided by either Party to this Agreement are independent in nature. Employees of Clark County are and will remain employees of Clark County. Employees of Vancouver are and will remain employees of Vancouver. Neither Party is entitled to the employment benefits of the other Party including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to the employees of each respective Party.

**X. INDEMNIFICATION**

Each Party shall defend, protect and hold harmless the other Party from and against all claims, suits and/or other actions arising from any negligent or intentional act or omission of that Party's employees, agents and/or authorized subcontractor(s) while performing this Agreement. Neither Party assumes responsibility to the other Party for the consequences of any act or omission of any person, entity, firm or corporation not a party to this Agreement.

**XI. AMENDMENT**

Clark County and Vancouver may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to sign on behalf of the Party. The Councils of Clark County and Vancouver authorize the following personnel to sign amendments to the Agreement:

**Clark County**

**City of Vancouver**

County Manager

City Manager

**XII. CHOICE OF LAW AND VENUE**

This Agreement is governed by the laws of the State of Washington, both as to interpretation and performance. Venue for any dispute related to this Agreement shall be in accord with RCW 36.01.050.

**XIII. WAIVER**

Failure of either Party to declare any breach or default by the other Party immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, nor shall the inaction impact assertion of breach or default for future similar conduct.

**XIV. INTEGRATION CLAUSE**

This instrument embodies the whole agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained in this Agreement that may serve to bind the Parties to the purpose of this Agreement beyond or contrary to the provisions of this Agreement. This Agreement supersedes all previous communications, representations or

agreements, either oral or written that were related to the subject matter of the Agreement. Any provision of this Agreement declared invalid or illegal shall in no way effect or invalidate any other provision.

**XV. ATTORNEY FEES**

In the event of any dispute relating to the terms of the Agreement, each Party shall pay their own attorneys' fees, costs and expenses.

**XVI. TERMINATION CLAUSE**

Either Party may terminate this Agreement by delivering notice of termination to the other Party. Termination will not be effective prior to the passing of 90 days from the date notice is properly provided to the non-terminating Party. If this Agreement is so terminated, the terminating Party shall be liable only for performance in accordance with the terms of this Agreement that is provided prior to the effective date of termination.

**XVII. DISPUTES**

If a dispute arises under this Agreement, it will be resolved in the following manner: Clark County and Vancouver will each individually appoint one member to a Dispute Board. Those two appointed members will then jointly appoint a third member. The Dispute Board will evaluate and make a determination of the dispute. The decision of the Dispute Board may be appealed to the Superior Court for *de novo* review.

**XVIII. RECORDING**

As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been executed by both Parties, and (ii) filed with the Clark County Auditor by Clark County.

**XIX. TERM**

This Agreement will take effect upon proper recording or posting and will remain in effect until completion of the project, unless terminated as provided herein. The Parties have caused duplicate originals of this Agreement to be executed on the day and year the last signature hereto is affixed.

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement on the dates indicated below.

**CLARK COUNTY, WASHINGTON**

---

Kathleen Otto, County Manager

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

APPROVED AS TO FORM:  
ANTHONY F. GOLIK  
Prosecuting Attorney

---

By: Kevin A. McDowell  
Civil Deputy Prosecuting Attorney

**CITY OF VANCOUVER, WASHINGTON  
A MUNICIPAL CORPORATION**

---

Eric Holmes, City Manager

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

ATTEST:

---

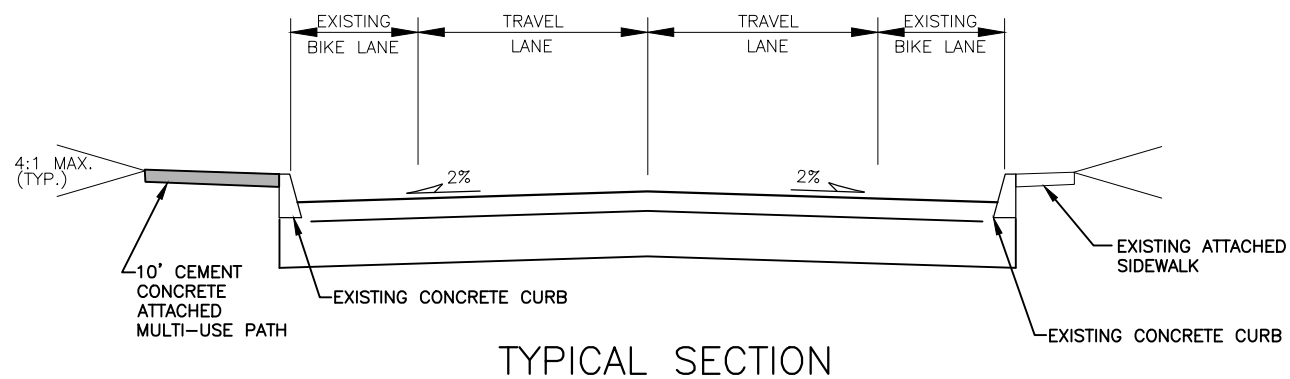
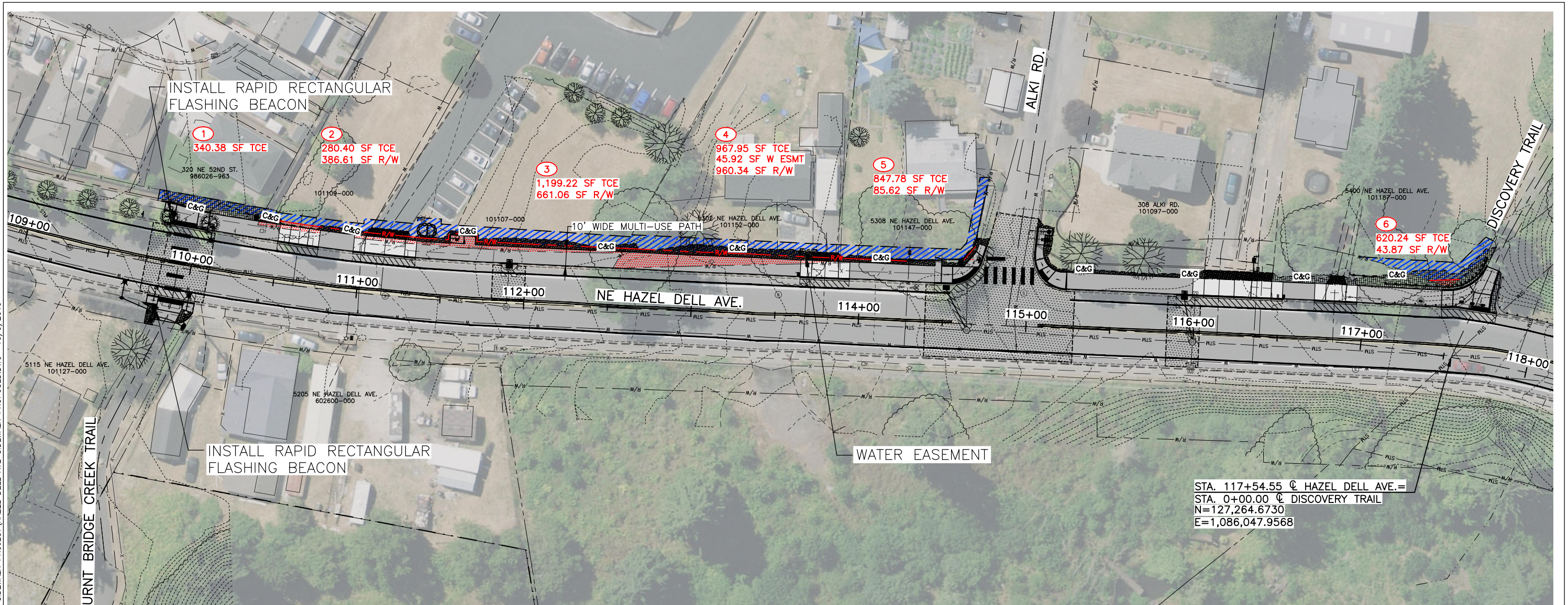
Natasha Ramras, City Clerk

APPROVED AS TO FORM:

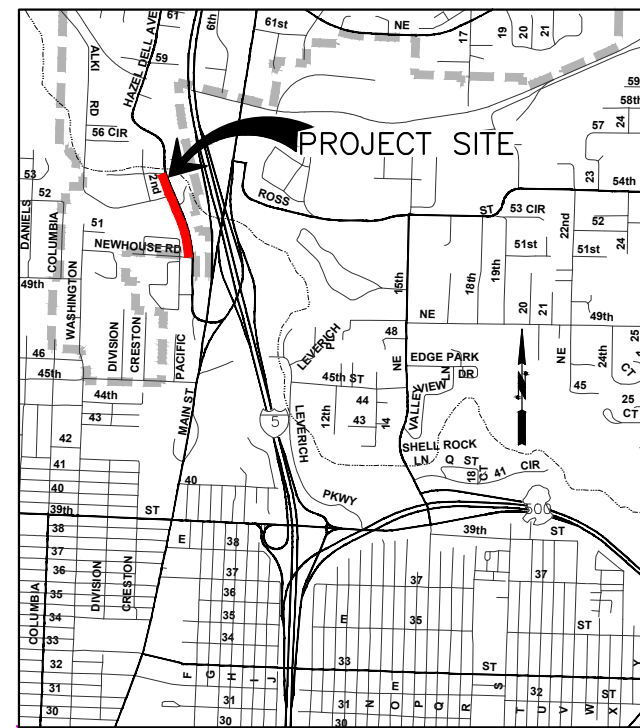
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By: Jonathan Young  
City Attorney

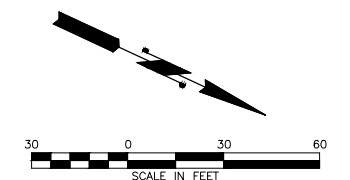
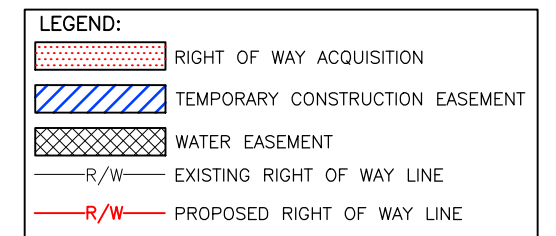




TYPICAL SECTION



VICINITY MAP



NE HAZEL DELL AVE.  
AT  
BURNT BRIDGE CREEK TRAIL



**Staff Report: 200-24**

**To:** Mayor and City Council  
**From:** City Manager  
**Date:** October 7, 2024

**Subject**

Grant for Urban Forestry Tree Inventory

**Key Points**

- This \$250,000 state and \$100,000 federal grant award would provide funding for the City to conduct an inventory of city-owned trees.
- A tree inventory is a critical tool for effective urban forest management, sustainability, and asset preservation.
- City-owned trees will be mapped and evaluated by tree type, health status, maintenance needs, vacant planting locations, and other factors.
- The completed tree inventory database will provide a baseline for proactive planning and sustainable management of the city's urban forest, accelerating investments in tree equity, social and health impacts, safety, and climate benefits.

**Strategic Plan Alignment**

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

**Present Situation**

The Washington Department of Natural Resources recently awarded \$350,000 in state and federal funding to the City to complete a citywide tree inventory to enhance Council-adopted priorities regarding climate, equity and safety. These two agreements reflect the \$250,000 in state funding and \$100,000 in federal funding.

The tree inventory would provide a baseline for public safety improvements, addressing environmental justice, and improving climate resilience by improving the health and distribution of street trees and other city-owned trees in the City. City staff could then proactively plan for maintenance to improve tree health, remove hazardous trees, and plant climate-forward trees to grow a sustainable urban forest. This aligns with adopted City goals to provide proactive planning and sustainable management of the urban forest, accelerating investments in tree equity and environmental justice, creating positive social and health impacts, improving community safety, and climate resilience.

Grant funding would be used to hire an experienced contractor to complete the citywide tree inventory. The completed tree inventory dataset would provide essential information to identify and prioritize hazard mitigation, invasive species mitigation, establish monitoring plans, develop removal plans for declining trees, develop planting and replacement plans, identify the age and diversity of trees, and work management. The City's adopted 2023 Urban Forestry Management Plan identifies this street tree inventory as a priority early action item.

**Advantage(s)**

1. This grant would provide \$250,000 in state funding and \$100,000 in federal funding for Vancouver's Urban Forestry program to conduct an inventory of city-owned trees.
2. The tree inventory dataset will provide a baseline to accelerate city priorities by enhancing the health and vitality of our urban forest and proactively planning for tree maintenance and sustainability.
3. This grant would fund a one-time project that requires no local match or ongoing costs.

**Challenge(s)**

None

**Budget Impact**

There is no local funding match or ongoing costs required, and no negative net impact to the General Fund. In anticipation of this funding award, department staff have proactively submitted a decision package request as part of the 2025-2026 biennial budget to appropriate the revenues and expenditures associated with this grant project.

**Prior Council Review**

None

**Action Requested**

Authorize the City Manager or designee to finalize and execute grant agreements with the Washington State Department of Natural Resources to accept and expend funding per the agreement.

**Staff Contact**

Charles Ray, Urban Forester, [charles.ray@cityofvancouver.us](mailto:charles.ray@cityofvancouver.us)

**Attachments:**

1. State\_Tree Inventory Grant Agreement
2. Federal\_Tree Inventory Grant Agreement



**GRANT AGREEMENT  
STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES (DNR)  
URBAN AND COMMUNITY FORESTRY  
NO. 93-107841**

PI: 248

Funding Source: State

Grant Funded: ☒ Yes ☐ No

OMWBE: ☐ Small Business ☐ Veteran Owned ☒ Not Applicable

Procurement method: ☒ Solicitation (2024 Community Forestry Assistance Grant, RFA 24-16)

This grant agreement is made and entered into by and between the State of Washington, Department of Natural Resources, hereinafter referred to as "**DNR**", and the below named firm, hereinafter referred to as "**GRANTEE/CONTRACTOR**", collectively the "**Parties**".

City of Vancouver

PO Box 1995

Vancouver, WA 98668-1995

**Phone:** 360-487-8443

**FAX:** 360-487-8305

**Email:** [erin.jacobson@cityofvancouver.us](mailto:erin.jacobson@cityofvancouver.us)

**WA State UBI Number:** 065-001-364

**Federal Taxpayer Identification Number:** 91-6001288

**Statewide Vendor # (SWV):** SWV0008489



## 1. PURPOSE

The intent of the program is to assist communities in developing urban forest planning, programming tools, and activities that may not otherwise receive local funding. Projects are to improve management, care, and public engagement with trees growing in parks, natural areas, and along public rights-of-way. These projects address social and environmental disparities in Washington communities by investing in community-identified urban forestry needs advancing environmental, social, or public health outcomes.

The purpose of this contract is for GRANTEE to develop a comprehensive citywide tree inventory. This data will guide near and long-term sustainable management of the city's urban forest, while accelerating investments in tree equity and positive health, social, and climate benefits for all who live, work, and visit the city.

## 2. SCOPE OF WORK

- A. Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this grant agreement, the nature of the working relationship between DNR and GRANTEE, and specific obligations of both Parties.
- B. The scope of work/deliverables for this agreement will be produced by GRANTEE using the Project Work Plan and Budget Template, attached hereto as Exhibit B and incorporated by reference. The Project Work Plan and Budget shall be agreed by the Parties prior to the start of any work, as reflected by the signatures of their respective Project Managers. GRANTEE will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work.

The Project Work Plan and Budget may be amended, as necessary and agreed by the Parties, to account for changes in project details and/or budget using an amended Project Work Plan and Budget.

Projects must be located on public property or be open to public access. Grant funds may not be used to meet ordinary maintenance and operating expenses.

- C. GRANTEE shall include as deliverables the following written reports:
  - Interim Reports (approximately every 180 days from the project start date)
  - Final Report (at the end of the project)

Report templates will be provided by the DNR Project Manager.

- D. With the Final Report, GRANTEE will provide as a deliverable a 400 to 500-word article telling the story of the project, including references to DNR, local project partners, location, purpose, and outcomes, as well as two high quality images. This requirement maybe substituted with approval of the DNR Project Manager.

## 3. PERIOD OF PERFORMANCE

The period of performance under this grant agreement will be from the date of execution through May 31, 2025, unless terminated sooner as provided herein. **Amendments to extend the period of performance are not allowed.**

#### **4. AWARD**

The total grant award payable to GRANTEE for satisfactory performance of the work under this grant agreement shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000). GRANTEE's compensation shall be based on the details set out in the Project Work Plan and Budget.

Unless otherwise determined, funding for this agreement is provided by the Washington State 23-25 Operating Budget, DNR Program Index: 248

Continued performance under this agreement is subject to funding availability; should funding be repealed, unappropriated, unobligated, or otherwise removed from spending authority, all billable work will cease immediately upon notification and termination of the agreement will take effect immediately.

#### Expenses

No expenses are allowed under this contract.

#### **5. BILLING PROCEDURES AND PAYMENT**

Each invoice submitted by GRANTEE to DNR shall include the information needed by DNR to determine the exact nature of all expenditures. Each invoice for this agreement will be produced by GRANTEE using the Invoice Template, attached hereto as Exhibit C and incorporated by reference, and be submitted electronically to the following website: <https://app.smartsheet.com>. GRANTEE's internal invoice format may be attached as backup documentation; however, DNR will only consider invoices which utilize Exhibit C – Invoice Template. Invoice frequency: With mid-term and final reports.

DNR will pay GRANTEE upon satisfactory acceptance of fully completed activities, tasks, and/or deliverables clearly identified in its Project Work Plan and Budget and approved by the DNR Project Manager. Invoices and the required supporting documentation must be submitted as one PDF document.

No payments in advance or in anticipation of services or goods to be provided under this contract shall be made by DNR.

Payment shall be considered timely if made by DNR within 30 calendar days after receipt of properly completed invoices.

#### Fiscal Year Closures

Under fiscal year closing procedures, GRANTEE must submit all invoices and/or billings for services or material supplied under this agreement through June 30 to DNR no later than July 10 of the same year.

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

Final payment will be withheld until satisfactory acceptance of the Final Report.

## 6. GRANT MANAGEMENT

The Project Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this grant agreement.

| <b>Grantee Grant Manager Information</b>                                                                                                                                                                                                                      | <b>DNR Grant Manager Information</b>                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Charles Ray, Urban Forestry Coordinator<br>City of Vancouver<br>PO Box 1995<br>Vancouver, WA 98668-1995<br><i>Phone:</i> 360-487-8328<br><i>Email address:</i><br><a href="mailto:Charles.Ray@cityofvancouver.us">Charles.Ray@cityofvancouver.us</a>          | Sajjad Alokozai<br>Department of Natural Resources<br>1111 Washington Street SE<br>Olympia, WA 98504-7013<br><i>Phone:</i> 360-915-3944<br><i>Email address:</i><br><a href="mailto:sajjadullah.alokozai@dnr.wa.gov">sajjadullah.alokozai@dnr.wa.gov</a> |
| <b>Grantee Project Manager Information</b>                                                                                                                                                                                                                    | <b>DNR Project Manager Information</b>                                                                                                                                                                                                                   |
| Jessica George, Urban Forestry Coordinator<br>City of Vancouver<br>PO Box 1995<br>Vancouver, WA 98668-1995<br><i>Phone:</i> 360-487-8308<br><i>Email address:</i><br><a href="mailto:Jessica.george@cityofvancouver.us">Jessica.george@cityofvancouver.us</a> | Scott Chambers<br>Department of Natural Resources<br>1111 Washington Street SE<br>Olympia, WA 98504-7013<br><i>Phone:</i> 564-233-9299<br><i>Email address:</i> <a href="mailto:scott.chambers@dnr.wa.gov">scott.chambers@dnr.wa.gov</a>                 |

## 7. INSURANCE

Before using any of said rights granted herein and at its own expense, GRANTEE shall purchase and maintain, or require its agent(s)/subcontractor to purchase and maintain, the insurance described below for the entire duration of this agreement. Failure to purchase and maintain the required insurance may result in the termination of the agreement at DNR's option.

All insurance provided in compliance with this agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

GRANTEE shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this agreement before using any of said rights granted herein. The description section of the certificate shall contain the Grant Agreement Number and the name of the DNR Project Manager. GRANTEE shall also provide renewal certificates as appropriate during the term of this agreement.

GRANTEE shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure

of GRANTEE to have its subcontractors and agents comply with the insurance requirements contained herein does not limit GRANTEE's liability or responsibility.

**INSURANCE TYPES & LIMITS:** The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: GRANTEE shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent GRANTEEs, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's Liability ("Stop Gap") Insurance: GRANTEE shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: GRANTEE shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." GRANTEE waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): GRANTEE shall comply with or provide Federal Workers Compensation insurance or coverage under [Title 51 RCW](#) by maintaining workers compensation insurance for its employees. GRANTEE waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. GRANTEE waives its [Title 51 RCW](#) immunity to the extent it is required by its indemnity obligation under this agreement.

**ADDITIONAL PROVISIONS:**

Additional Insured: The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

Cancellation: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

1. Insurers subject to [Chapter 48.18 RCW](#) (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation

or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

2. Insurers subject to [Chapter 48.15 RCW](#) (Surplus Lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

**Insurance Carrier Rating:** All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with [Chapter 48.15 RCW](#) and [284-15 WAC](#).

**Self-Insurance:** If GRANTEE is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that GRANTEE's self-insurance meets all of the required insurance coverage of this agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of GRANTEE is inadequate, then State may require the purchase of additional commercial insurance to comply with this agreement.

**Waiver:** GRANTEE waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this agreement.

## **8. ASSURANCES**

DNR and GRANTEE agree that all activity pursuant to this grant agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

## **9. ORDER OF PRECEDENCE**

Each of the exhibits listed below is by this reference hereby incorporated into this grant agreement. In the event of an inconsistency in this grant agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal statutes and regulations.
2. Washington State statutes and regulations.
3. Special terms and conditions as contained in this basic contract instrument.
4. Exhibit A – WA State Department of Natural Resources General Terms and Conditions.
5. Any other provision, term, or material incorporated herein by reference or otherwise incorporated.

## **10. OUTREACH AND PRINTED MATERIALS**

All printed materials, signs, and other products including websites resulting from this agreement must be reviewed by DNR prior to publishing. All projects must include an acknowledgement of funding sources, and may be recognized as follows:

*“Funds for this project were provided by the State of Washington Department of Natural Resources Urban and Community Forestry Program.”*

Appropriate DNR logos may be used in addition to the above statement and will be supplied to GRANTEE. Use of DNR logos must be reviewed and approved by the funding agencies prior to publishing.

## **11. STATE SUBCONTRACTS**

Subcontractor means not in the employment of CONTRACTOR, who is performing all, or part of the activities related to this agreement under a separate contract with CONTRACTOR responsible for the scope of work as identified within. If CONTRACTOR is a Washington State agency and is utilizing subcontractors to perform the scope of work, CONTRACTOR is required to obtain subcontractors in compliance with [RCW 39.26](#).

## **12. SUBCONTRACTOR PAYMENTS REPORTING REQUIREMENTS**

This contract is subject to compliance tracking using the State’s business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women’s Business Enterprises at <https://omwbe.diversitycompliance.com/>. CONTRACTOR and all subcontractors shall report and confirm receipt of payments made to CONTRACTOR and each subcontractor through Access Equity. User guides and documentation related to CONTRACTOR and subcontractor access to, and use of Access Equity are available online at <https://omwbe.wa.gov/access-equity-help-center>. DNR reserves the right to withhold payments from CONTRACTOR for non-compliance with this section. For purposes of this section, subcontractor means any subcontractor working on the contract, at any tier and regardless of status as certified WMBE or Non-WMBE.

CONTRACTOR shall:

1. Register and enter all required subcontractor information into Access Equity no later than fifteen (15) days after DNR creates the Contract Record.
2. Complete the required user training (two (2) one-hour online sessions) no later than twenty (20) days after DNR creates the Contract Record.
3. Report the amount and date of all payments (i) received from the DNR, and (ii) paid to Subcontractors, no later than a date mutually agreed to by the parties, issuance of each payment made by DNR to CONTRACTOR, unless otherwise specified in writing by DNR, except that CONTRACTOR shall mark as “Final” and report the final subcontractor payments) into Access Equity no later than thirty (30) days after the final payment is due the subcontractor(s) under the contract, with all payment information entered no later than sixty (60) days after end of fiscal year.
4. Monitor contract payments and respond promptly to any requests or instructions from DNR or system-generated messages to check or provide information in Access Equity.
5. Coordinate with subcontractors, or DNR when necessary, to resolve promptly any discrepancies between reported and received payments.
6. Require each subcontractor to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from CONTRACTOR or a higher tier subcontractor, if applicable, through Access Equity; (iii)

report payments made to any lower tier subcontractors, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from CONTRACTOR or system-generated messages to check or provide information in Access Equity; and (v) coordinate CONTRACTOR, or DNR when necessary, to resolve promptly any discrepancies between reported and received payments.

CONTRACTOR is obligated to complete the vendor registration in Access Equity. Access Equity is a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. CONTRACTORS that have previously registered with B2Gnow for any public entity, must verify the system has updated information. CONTRACTORS can access the system at <https://omwbe.diversitycompliance.com/> or through a direct link on the Office of Minority and Women's Business Enterprises (OMWBE) website at: <https://omwbe.wa.gov/>.

Each month during the contract, CONTRACTOR will report payments to ALL subcontractors through the Access Equity system. This monthly reporting information includes total payment in dollars made to the subcontractor, payment dates, and any additional information required to verify payment to subcontractors. CONTRACTOR will enter this payment information into the Access Equity system, and the subcontractors will verify this payment information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both CONTRACTORS and subcontractors.

In the Access Equity system, **PRIME CONTRACTOR** is defined as a CONTRACTOR that signs a contract with DNR, but also subcontracts a portion of the work to other businesses and manages the performance of subcontracted work.

### **13. SUBCONTRACTOR INCLUSION PLAN**

Any CONTRACTOR entering into a subcontract shall ensure that all subcontractors complete a Subcontractor Inclusion Plan (see Exhibit D).

The State of Washington works towards providing the maximum practicable opportunity for small and diverse businesses in the performance of all State contracts. CONTRACTOR shall use genuine efforts to utilize race- or gender-neutral means to allow opportunities for small and diverse businesses to participate in subcontracts, where participation opportunities are present. CONTRACTOR shall make genuine efforts to ensure all available business enterprises, including small and diverse businesses, have equal opportunity for participation which might be presented under this Agreement. Examples of genuine efforts include, but are not limited to, the following:

1. Submit inclusion plans with genuine efforts to meet the aspirational goals on the project;
2. Engaging in targeted outreach;
3. Providing training; and
4. Using the OMWBE & DVA certified business directories to locate certified minority, women- and veteran-owned businesses, and WEBS to search for qualified small business

CONTRACTOR shall include a similar provision in all subcontracts awarded for work to be performed under the contract with the State.



This grant agreement, including referenced exhibits, represents all the terms and conditions agreed upon by the Parties. No other statements or representations, written or oral, shall be deemed a part hereof.

If any provision of this grant agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL  
RESOURCES**

---

*Telephone*



## EXHIBIT A

### WA STATE DEPARTMENT OF NATURAL RESOURCES GENERAL TERMS AND CONDITIONS

#### 1. ACCESS TO DATA

The Contractor shall provide access to data generated under this contract to the Agency, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

#### 2. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the Agency.

#### 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. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

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

#### 5. ANTITRUST

The Contractor hereby assigns to Agency any and all of its claims for price fixing or overcharges, which arise under federal or state law relating to the goods, products, or services purchased under this contract.

#### 6. ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor without prior written consent of the Agency.

Contractor may not assign its rights under this Agreement without Department of Natural Resources (DNR) prior written consent and DNR may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to DNR within thirty (30) calendar days, Contractor may assign its rights under this Agreement in full to any parent, subsidiary, or affiliate of the Contractor that controls or is controlled by or under common control with the Contractor, is merged or consolidated with the Contractor, or purchases a majority or controlling interest in the ownership or assets of the Contractor. Unless otherwise

agreed, the Contractor guarantees prompt performance of all obligations under this Agreement notwithstanding any prior assignment of its rights.

## **7. ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

## **8. COMPLIANCE WITH APPLICABLE LAW**

At all times during the term of the contract, the Contractor shall comply with all applicable laws.

## **9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The Contractor shall not use or disclose any information concerning the Agency, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the Agency, or as may be required by law.

## **10. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Agency may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the Agency shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the Agency provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

## **11. COPYRIGHT PROVISIONS**

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Agency. The Agency 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, Contractor hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the Agency 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, Contractor hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Agency.

The Contractor shall exert all reasonable effort to advise the Agency, 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 that was not produced in the performance of this contract.

The Agency shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this contract. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

## **12. COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling Agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established Agents maintained by the Contractor for securing business.

The Agency shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

## **13. DEFAULT**

Contractor shall be in default if it is in material breach of any term or condition of the contract. The time of default shall begin when the material breach occurs or after any applicable opportunity to cure period lapses, whichever is later.

## **14. DELIVERY, INSPECTION, REJECTION, CURE:**

1. TIME OF THE ESSENCE: Time is of the essence in the performance of the contract.

2. **SHIPPING & RISK OF LOSS.** All goods subject to the Contract shall be shipped F.O.B. destination. Risk of loss of the goods shall pass to the Agency at the time the goods are accepted by the Agency.
3. **INSPECTION:** The Agency's inspection of all goods upon delivery is for the sole purpose of identification. Such inspection shall not be construed as acceptance of the goods.
4. **REJECTION:** The Agency may reject any nonconforming Deliverables by reasonably notifying the Contractor in writing.
5. **OPPORTUNITY TO CURE:** Contractor shall have the right to cure the materiality of any breach prior to the time for performance under the Contract. This right to cure terminates upon the time for performance.

## 15. DEFINITIONS

Definitions for the purposes of this solicitation include:

**AGENCY** – any state office or activity of the executive and judicial branches of state government, including state agencies, departments, offices, divisions, boards, commissions, institutions of higher education as defined in RCW 28B.10.016, and correctional and other types of institutions.

**AGENT** – Personnel authorized to act on behalf of the Agency for matters contained within.

**APPARENT SUCCESSFUL CONTRACTOR** – Bidder whose bid, quotation and/or proposal provides the best value in meeting AGENCY needs and is selected to contract with DNR for the proposed solution, subject to completion of contract negotiations and execution of contract.

**AWARD DATE** – The announcement date of the Apparent Successful Contractor.

**BID, QUOTATION and/or PROPOSAL** – A formal offer, submitted by an individual or entity, in response to a solicitation issued for goods or services by the Agency.

**BIDDER** – An individual or entity who submits a bid, quotation and/or proposal in response to a solicitation issued for goods or services by the Agency.

**BUSINESS DAYS** – Monday through Friday, 8AM to 5PM, Pacific Standard Time, or, Pacific Daylight Time, Olympia, Washington, USA.

**CALENDAR DAY** – Midnight to midnight, any day of the week.

**CONTRACT** – An agreement between DNR and Contractor that includes terms and conditions, the solicitation, the bid, quotation and/or proposal, all appendices, and exhibits, associated Statements of Work (e.g. Services Contract or Purchase Order), and all amendments awarded pursuant to this solicitation.

**CONTRACTOR** – An individual or entity whose bid, quotation and/or proposal has been accepted and is awarded a contract with the Agency, and who is solely responsible to provide a good or perform a service.

**DNR** – Washington State Department of Natural Resources, an Agency of the State of Washington, and any division, section, office, unit or other entity of, or any of the officers or other officials lawfully representing the department.

**GOODS** – Products, materials, supplies, or equipment provided by a Contractor.

**PURCHASE** – The acquisition of goods or services, including the leasing or renting of goods.

**SERVICES** – Labor, work, analysis, or similar activities provided by a Contractor to accomplish a specific scope of work.

**SOLICITATION** – A documented formal process providing an equal and open opportunity to BIDDERS and culminating in a selection based on predetermined criteria.

**SUBCONTRACTOR** – One not in the employment of the Contractor, who is performing all or part of the business activities related to this solicitation under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any solicitation tier.

**VENDOR** – Individual, firm, organization, company or other entity offering products and/or services.

**WEBS** – Washington's Electronic Business Solution System.

**WORKING DAYS** – Midnight to midnight, Monday through Friday, excluding weekends and state legal holidays.

## **16. DISALLOWED COSTS**

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

## **17. DISPUTES**

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Agent.

1. The request for a dispute hearing must:

- Be in writing;
- State the disputed issue(s);
- State the relative positions of the parties;
- State the Contractor's name, address, and contract number; and

- Be mailed to the Agent and the other party's (respondent's) contract manager within three (3) working days after the parties agree that they cannot resolve the dispute.
- 2. The respondent shall send a written answer to the requester's statement to both the Agent and the requester within five 5 working days.
- 3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
- 4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

## **18. DUPLICATE PAYMENT**

The Agency shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same goods delivered or services rendered.

## **19. ENVIRONMENTAL CONSIDERATIONS**

### **ELECTRONIC PRODUCTS**

The State of Washington encourages the purchase of products that meet environmental performance standards relating to the reduction and elimination of hazardous materials. The database of all products that currently meet EPEAT criteria are viewable at [www.greenelectronicscouncil.org](http://www.greenelectronicscouncil.org). Only products listed as Active in the online EPEAT Registry are considered to have met the EPEAT criteria.

Contractor represents and warrants that, during the term of this contract, for any product(s) for which Contractor sought and was awarded an environmental purchasing preference pursuant to RCW 39.26.265 and Washington State Procurement Policy POL-DES-265-00, such product(s) shall have achieved EPEAT Silver or Gold registration that enabled Contractor to be awarded such preference.

### **NON-HYDROFLUOROCARBONS (HFCs)**

Hydrofluorocarbons (HFCs) contribute to climate change and so have an adverse effect on human health and the environment. Accordingly, the State of Washington, through its procurement of goods is trying to minimize the purchase of products that contain HFCs or contain HFCs with a comparatively low global warming potential and to incentivize its vendors to sell products without HFCs.

Contractor represents and warrants that, during the term of this Contract, for any product(s) for which Contractor sought and was awarded a purchasing preference pursuant to RCW 39.26.310 and Washington State Procurement Policy DES-POL-310-00, such product(s) shall meet or have less than the HFC level(s) that enabled Contractor to be awarded such preference.

#### **NON-MERCURY ADDED PRODUCTS**

Mercury has an adverse effect on human health and the environment. Accordingly, the State of Washington, through its procurements of goods is trying to minimize the purchase of products with mercury and to incentivize its vendors to sell products without mercury.

Contractor represents and warrants that, during the term of this Contract, for any product(s) for which Contractor sought and was awarded a purchasing preference pursuant to RCW 70.95M.060 and Washington State Procurement Policy DES-POL-70.95M.060-00, such product(s) shall meet or have less than the lowest amount of mercury that enabled Contractor to be awarded such preference.

#### **POLYCHLORINATED BIPHENYLS (PCBs)**

Polychlorinated biphenyls, commonly known as PCBs, have adverse effects on human health and the environment. Accordingly, the State of Washington, through its procurements of goods, is trying to minimize the purchase of products with PCBs and to incentivize its vendors to sell products in packaging without them.

Contractor represents and warrants that, during the term of this contract, for any product(s) and/or product packaging for which Contractor sought and was awarded a purchasing preference pursuant to RCW 39.26.280 and Washington State Procurement Policy POL-DES-280-00, such product(s) and/or packaging shall meet or exceed the testing limitations that enabled Contractor to be awarded such preference.

#### **RECYCLED CONTENT PRODUCTS**

Buying products made from recycled content creates markets for materials collected in residential & business recycling programs. Recycling does not work without end-markets. In addition buying recycled products supports the development of green technologies, creates jobs and strengthens the local economy, and promotes and supports a more sustainable lifestyle. When manufacturers use recycled material vs. virgin materials to make new products, air and water pollution is reduced, natural resources are conserved, energy is saved, less water is used, and emissions of greenhouse gases that contribute to global climate change are reduced. Accordingly, the State of Washington through its procurements of goods is trying to maximize the purchase of products made from recycled content and to incentivize its vendors to sell products and products in packaging made with recycled content.

Contractor represents and warrants that, during the term of this Contract, for any product(s) for which Contractor sought and was awarded an environmental purchasing preference pursuant to RCW 39.26.255 and Washington State Procurement Policy POL-DES-255-00, such product(s) shall exceed the minimum post-consumer or total recycled content that enabled Contractor to be awarded such preference.

Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Agency may suspend or terminate this Contract. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under law, to a prevailing party, reasonable attorneys' fees and costs.

## **20. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS**

**MANDATORY INDIVIDUAL ARBITRATION.** If Bidder returned Contractor Certification – Executive Order 18-03 Worker's Rights, and Contractor represents and warrants, as previously certified in Contractor's bid, quotation and/or proposal submission, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

## **21. FUNDING SOURCE**

At all times during the course of this contract, the Contractor must comply with applicable laws, rules, policy and regulations required by the source of funding for the contract.

## **22. GOVERNING LAW**

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.

## **23. HARASSMENT.**

Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency contractors hereby have access to DNR Policy PO01-052 Sexual Harassment:

[https://www.dnr.wa.gov/publications/em\\_harassment\\_prevention\\_policy.pdf](https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf).

DNR's Policy PO01-051 Safe and Respectful Workplace, linked below, outlines DNR's commitment and the expectations for contractors: [www.dnr.wa.gov/publications/em\\_safe\\_respectful\\_workplace\\_policy.pdf](http://www.dnr.wa.gov/publications/em_safe_respectful_workplace_policy.pdf).

DNR's Policy PO01-037 Harassment Prevention outlines DNR's commitment and the



expectations for

contractors: [www.dnr.wa.gov/publications/em\\_harassment\\_prevention\\_policy\\_037.pdf](http://www.dnr.wa.gov/publications/em_harassment_prevention_policy_037.pdf).

## **24. INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the State, agencies of State and all officials, Agents and employees of the State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractors' Agents, employees, representatives, or any Subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incidental to Contractor's or any Subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its Agents, agencies, employees and officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, Agents or employees.

## **25. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent Contractor relationship will be created by this contract. The Contractor and his or her employees or Agents performing under this contract are not employees or Agents of the Agency. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the Agency or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

## **26. INDUSTRIAL INSURANCE COVERAGE**

The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract and transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

## **27. INTERGRATION**

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

## **28. LICENSING, ACCREDITATION AND REGISTRATION**

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

## **29. LIMITATION OF AUTHORITY**

Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

## **30. NONDISCRIMINATION**

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations, and policies.

## **31. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

- a. Nondiscrimination Requirement. During the term of this Contract, CONTRACTOR, including any subcontractor, shall not discriminate on the bases enumerated at [RCW 49.60.530\(3\)](#). In addition, CONTRACTOR, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which CONTRACTOR, or subcontractor, has a collective bargaining or other agreement.
- b. Obligation to Cooperate. CONTRACTOR, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that CONTRACTOR, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to [RCW 49.60.530\(3\)](#).
- c. Default. Notwithstanding any provision to the contrary, DNR may suspend CONTRACTOR, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to [RCW 49.60.530\(3\)](#). Any such suspension will remain in place until DNR receives notification that CONTRACTOR, including any subcontractor, is cooperating with the investigating state agency. In the event CONTRACTOR, or subcontractor, is determined to have engaged in discrimination identified at [RCW 49.60.530\(3\)](#), DNR may terminate this Contract in whole or in part, and CONTRACTOR, subcontractor, or both, may be referred for debarment as provided in [RCW 39.26.200](#). CONTRACTOR or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

- d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, CONTRACTOR, subcontractor, or both, shall be liable for contract 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, which damages are distinct from any penalties imposed under [Chapter 49.60, RCW](#). DNR shall have the right to deduct from any monies due to CONTRACTOR or subcontractor, or that thereafter become due, an amount for damages CONTRACTOR or subcontractor will owe DNR for default under this provision.

### **32. PRIVACY**

Personal information including, but not limited to, “Protected Health Information,” collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification, or loss. Contractor shall ensure its directors, officers, employees, Subcontractors or Agents use personal information solely for the purposes of accomplishing the delivery of goods or rendering of services as set forth herein. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the Agency for any damages related to the Contractor’s unauthorized use of personal information.

### **33. PUBLICITY**

The Contractor agrees to submit to the Agency all advertising and publicity matters relating to this contract wherein the Agency’s name is mentioned, or language used from which the connection of the Agency’s name may, in the Agency’s judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Agency.

### **34. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of services rendered and/or delivery of goods as 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.

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 the Agency, personnel duly authorized by the Agency, 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.

### **35. REGISTRATION WITH DEPARTMENT OF REVENUE**

The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

### **36. REMEDIES:**

1. With respect to any nonconforming Deliverables, the Agency may elect to do one or more of the following:
  - a. **SPECIFIC PERFORMANCE:** If the Deliverables are unique, sole sourced, or otherwise deemed by the Agency to be unavailable elsewhere, the Agency may demand specific performance.
  - b. **COVER:** The Agency may obtain substitute Deliverables and charge the Contractor the difference between the cost of the substitute Deliverables and the contracted for price.
  - c. **PRICE REDUCTION:** The Agency may retain nonconforming Deliverables and equitably reduce the price of the contract based on the difference between the contracted for price and the fair market value of the nonconforming Deliverables.
  - d. **RETURN:** The Agency may return or set aside for pickup by the Contractor any nonconforming goods and terminate the contract for cause.
2. The Contractor shall be liable for all compensatory, incidental and consequential damages caused by any breach of the contract. At the sole option of the Agency, such damages may be recovered, in whole or in part, by price reduction or credit against any amounts that may be owed to the Contractor under the contract.
3. The agency's total liability for all damages arising out of or related to the contract shall in no event exceed the purchase price of the contract. Furthermore, in the event of a termination of the contract, the agency's total liability for all damages arising out of or related to the contract shall not exceed the purchase price of goods delivered or services rendered prior to the effective date of the termination.
4. The rights and remedies provided by the contract are cumulative and are not exclusive of any other or additional rights or remedies available at law and in equity.

### **37. RIGHT OF INSPECTION**

The Contractor shall provide right of access to its facilities to the Agency, or any of its officers, or to any other authorized Agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

### **38. 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, the Agency may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the Agency's discretion under those new funding limitations and conditions.

### **39. 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.

### **40. SITE SECURITY**

While on Agency premises, Contractor, its Agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

### **41. SUBCONTRACTING**

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Agency. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the Agency for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as provided by law.

### **42. TAXES**

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

### **43. TERMINATION FOR CAUSE**

In the event the Agency determines the Contractor has failed to comply with the conditions of this contract in a timely manner, the Agency has the right to suspend or terminate this contract. Before suspending or terminating the contract, the Agency shall notify the Contractor in writing (including

email) 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.

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

#### **44. TERMINATION FOR CONVENIENCE**

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

#### **45. TERMINATION PROCEDURES**

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

The Agency shall pay to the Contractor the agreed upon price, if separately stated, for goods or services accepted by the Agency, and the amount agreed upon by the Contractor and the Agency for (i) goods delivered or services rendered for which no separate price is stated, (ii) partially completed goods delivered or services rendered, (iii) other goods delivered or services rendered that are accepted by the Agency, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the Agency. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Agency may withhold from any amounts due the

Contractor such sum as the Agent determines to be necessary to protect the Agency against potential loss or liability.

The rights and remedies of the Agency 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 Agent, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. 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;
3. Assign to the Agency, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the Agency and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to the Agency;
6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
7. Take such action as may be necessary, or as the Agent 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 the Agency has or may acquire an interest.

#### **46. TREATMENT OF ASSETS**

1. Title to all property furnished by the Agency shall remain in the Agency. 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 the Agency 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 the Agency 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 the Agency in whole or in part, whichever first occurs.

2. Any property of the Agency furnished to the Contractor shall, unless otherwise provided herein or approved by the Agency, be used only for the performance of this contract.
3. The Contractor shall be responsible for any loss or damage to property of the Agency 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.
4. If any Agency property is lost, destroyed or damaged, the Contractor shall immediately notify the Agency and shall take all reasonable steps to protect the property from further damage.
5. The Contractor shall surrender to the Agency all property of the Agency prior to settlement upon completion, termination or cancellation of this contract.
6. All reference to the Contractor under this clause shall also include Contractor's employees, Agents or Subcontractors.

#### **47. U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL**

The Agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at [U.S. Treasury Specially Designated Nationals And Blocked Persons List](#). Compliance with OFAC payment rules ensures that the Agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the Agency will download the current OFAC SDN file and compare it to Agency and statewide vendor files. In the event of a positive match, the Agency reserves the right to: (1) make a determination of “reasonability” before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the Contractor in writing and terminate the contract according to the Termination for Convenience provision without making payment. The Agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

#### **48. WAIVER**

Waiver of any default or breach shall not be deemed 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 the Agency.



#### **49. WARRANTIES**

Contractor warrants that all Deliverables provided under this contract shall be fit for the purpose(s) for which intended, are merchantable, and shall conform to the requirements and specifications herein.

## EXHIBIT B – 2024 UCF CFA PROJECT WORK PLAN TEMPLATE

Grantee Organization Name: \_\_\_\_\_

2024 Community Forestry Assistance Grant (Agreement Number \_\_\_\_\_)

Period of Performance: \_\_\_\_\_

Overview: [insert narrative based on submitted proposal]

| <b>Activity 1: Title and Description</b>                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                  |                        |                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------------|
| <i>Example: Town Outreach and Engagement: This activity will engage with local community members to identify needs and goals of the community, analyze data from interview and survey questions, and promote Urban Forestry techniques that can be used by the communities.</i> |                                                                                                                                                                                                                                                                                                                                                  |                        |                       |
| <b>Task</b>                                                                                                                                                                                                                                                                     | <b>Deliverable</b>                                                                                                                                                                                                                                                                                                                               | <b>Completion Date</b> | <b>Estimated Cost</b> |
| 1.1. <i>Subcontractor skilled in public outreach to develop a survey to inquire about community goals and needs.</i>                                                                                                                                                            | <i>Copy of survey developed (.pdf preferred).<br/>Documentation of payment to contractor for services rendered.</i>                                                                                                                                                                                                                              | <i>June 1, 2025</i>    | <i>\$2,000</i>        |
| 1.2. <i>Distribute survey to community using various methods of delivery, including, but not limited to, posting on website, direct mailings, and one-on-one at public events.</i>                                                                                              | <i>Report including:</i> <ul style="list-style-type: none"><li><i>- Link to website where survey was posted and estimated number of respondents.</i></li><li><i>- Copy of direct mail materials and number of households reached.</i></li><li><i>- List of community events attended and approximate number of survey respondents.</i></li></ul> | <i>June 1, 2025</i>    | <i>\$4,580</i>        |
| 1.3.                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                  |                        | \$                    |
| 1.4.                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                  |                        | \$                    |
| <b>Activity 1 Total</b>                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                  |                        | <b><i>\$6,580</i></b> |

| <b>Activity 2: Title and Description</b><br><b>Example: City Urban Tree Inventory:</b><br><i>Update existing inventory data and collect new data throughout the city, via subcontractor.</i> |                                                                              |                        |                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------|------------------------|
| <b>Task</b>                                                                                                                                                                                  | <b>Deliverable</b>                                                           | <b>Completion Date</b> | <b>Estimated Cost</b>  |
| 2.1. <i>Consultant updates existing tree inventory data.</i>                                                                                                                                 | <i>GIS data and excel export of updated tree inventory.</i>                  | <i>June 1, 2025</i>    | <i>\$8,000</i>         |
| 2.2. <i>Consultants collect new point-based tree inventory data and performs data analysis.</i>                                                                                              | <i>GIS data and excel export of new inventory data; results of analysis.</i> | <i>June 1, 2025</i>    | <i>\$10,500</i>        |
| 2.3. <i>Consultant collects new inventory data using a sample-based approach.</i>                                                                                                            | <i>GIS data and excel export; results of analysis.</i>                       | <i>June 1, 2025</i>    | <i>\$9,000</i>         |
| 2.4.                                                                                                                                                                                         |                                                                              |                        | \$                     |
| <b>Activity 2 Total</b>                                                                                                                                                                      |                                                                              |                        | <b><i>\$27,500</i></b> |

| <b>Activity 3: Title and Description</b><br><b>Example: Purchase and install street trees and irrigation:</b><br><i>Plant new street trees in suitable planting locations as determined by contractor staff. Install irrigation to support tree establishment.</i> |                                                                                                                |                        |                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|------------------------|---------------------------|
| <b>Task</b>                                                                                                                                                                                                                                                        | <b>Deliverable</b>                                                                                             | <b>Completion Date</b> | <b>Estimated Cost</b>     |
| 3.1. <i>Purchase and install irrigation to water new trees.</i>                                                                                                                                                                                                    | <i>Receipt of irrigation supply purchase;<br/>At least 3 photos of irrigation system installation.</i>         | <i>June 1, 2025</i>    | <i>\$4,354.67</i>         |
| 3.2. <i>Purchase and install at least 35 new street trees. Trees to be at least 1.5" caliper.</i>                                                                                                                                                                  | <i>Invoice of tree purchase with tree species listed;<br/>At least 2 photos of street trees being planted.</i> | <i>June 1, 2025</i>    | <i>\$8,750</i>            |
| 3.3. <i>Purchase planting supplies, including, but not limited to: Mulch, Stakes, and Ties.</i>                                                                                                                                                                    | <i>Receipt of supplies purchased showing actual costs.</i>                                                     | <i>June 1, 2025</i>    | <i>\$800</i>              |
| <b>Activity 3 Total</b>                                                                                                                                                                                                                                            |                                                                                                                |                        | <b><i>\$13,904.67</i></b> |
| <b>Activities 1-3 Total</b>                                                                                                                                                                                                                                        |                                                                                                                |                        | <b><i>\$47,984.67</i></b> |

## BUDGET TEMPLATE

Budget cannot exceed \$ \_\_\_\_\_. See the Project Work Plan for activity and task descriptions.

**Table 1. Cost by Activity**

| Activities   | Personnel and Benefits | Travel    | Supplies  | Contractual | Total     |
|--------------|------------------------|-----------|-----------|-------------|-----------|
| Activity 1   | \$                     | \$        | \$        | \$          | \$        |
| Activity 2   | \$                     | \$        | \$        | \$          | \$        |
| Activity 3   | \$                     | \$        | \$        | \$          | \$        |
| <b>Total</b> | <b>\$</b>              | <b>\$</b> | <b>\$</b> | <b>\$</b>   | <b>\$</b> |

**Table 2. Cost by Line Item**

| Personnel and Benefits                                                                                                                                                                                                                              |    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| <i>Example: Project Manager (\$38.54/hr)</i><br><i>Primary coordinator of tree-planting community event. Work includes outreach, meeting facilitation, purchasing supplies, and preparing reports.</i><br><i>Tasks 1.1, 1.2, 1.3, 2.1, 2.3, 3.2</i> | \$ |
| Task(s)                                                                                                                                                                                                                                             | \$ |
| Task(s)                                                                                                                                                                                                                                             | \$ |
| Travel                                                                                                                                                                                                                                              |    |
| <i>Example: Travel Expenses</i><br><i>Lodging and mileage (GSA standard rates).</i><br><i>Tasks 3.1, 3.2, 3.3</i>                                                                                                                                   | \$ |
| Task(s)                                                                                                                                                                                                                                             | \$ |
| Task(s)                                                                                                                                                                                                                                             | \$ |
| Supplies                                                                                                                                                                                                                                            |    |
| <i>Example: Acme supplies and rental equipment</i><br><i>Supply purchases, including event space, advertising, tent, printing, and miscellaneous office supplies.</i><br><i>Task 1.3</i>                                                            | \$ |



## EXHIBIT C – INVOICE TEMPLATE

|                                             |                                                                                                    |                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                |               |
|---------------------------------------------|----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| INVOICE                                     |                                                                                                    |                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                |               |
| Agreement Number:                           |                                                                                                    |                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                |               |
| Invoice Date:                               |                                                                                                    |                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                |               |
| Invoice Number:                             |                                                                                                    |                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                |               |
| From:                                       | Grantee<br>Organization Name<br>(of PM)<br>Grantee Project<br>Manager<br>Address<br>Phone<br>Email | To:                                                                                                                                                                                                                                                                                                                        | Scott Chambers<br>DNR Project Manager<br>Washington State<br>Department of Natural<br>Resources<br>1111 Washington St SE<br>Olympia, WA 98504-7013<br><a href="mailto:scott.chambers@dnr.wa.gov">scott.chambers@dnr.wa.gov</a> |               |
|                                             |                                                                                                    | Brief description of costs<br>included in this invoice period.                                                                                                                                                                                                                                                             | Cost Type                                                                                                                                                                                                                      | Cost          |
| Task 1.1<br>Example:<br>Tree Planting Event |                                                                                                    | <b>Example:</b><br>- Project Coordinator (25 hrs. x<br>\$22 = \$550.00)<br>- Hotel (3 nights; \$429.65;<br>Receipt attached)<br>- Mileage (50 miles x \$0.67 =<br>\$33.50)<br>- Name Tags (\$58.46; Receipt<br>attached)<br>- Seedlings (\$4,667.26;<br>Receipt attached)<br>- Set-up Crew (\$759.25;<br>Receipt attached) | Personnel &<br>Benefits                                                                                                                                                                                                        | \$550.00      |
|                                             |                                                                                                    |                                                                                                                                                                                                                                                                                                                            | Travel                                                                                                                                                                                                                         | \$161.15      |
|                                             |                                                                                                    |                                                                                                                                                                                                                                                                                                                            | Supplies                                                                                                                                                                                                                       | \$4,725.72    |
|                                             |                                                                                                    |                                                                                                                                                                                                                                                                                                                            | Contractual                                                                                                                                                                                                                    | \$759.25      |
|                                             |                                                                                                    |                                                                                                                                                                                                                                                                                                                            | <b>Subtotal Task 1.1</b>                                                                                                                                                                                                       |               |
| Task 1.2                                    |                                                                                                    |                                                                                                                                                                                                                                                                                                                            | Personnel &<br>Benefits                                                                                                                                                                                                        | \$            |
|                                             |                                                                                                    |                                                                                                                                                                                                                                                                                                                            | Travel                                                                                                                                                                                                                         | \$            |
|                                             |                                                                                                    |                                                                                                                                                                                                                                                                                                                            | Supplies                                                                                                                                                                                                                       | \$            |
|                                             |                                                                                                    |                                                                                                                                                                                                                                                                                                                            | Contractual                                                                                                                                                                                                                    | \$            |
| <b>Subtotal Task 1.2</b>                    |                                                                                                    |                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                | <b>\$0.00</b> |
| Task 1.3                                    |                                                                                                    |                                                                                                                                                                                                                                                                                                                            | Personnel &<br>Benefits                                                                                                                                                                                                        | \$            |
|                                             |                                                                                                    |                                                                                                                                                                                                                                                                                                                            | Travel                                                                                                                                                                                                                         | \$            |
|                                             |                                                                                                    |                                                                                                                                                                                                                                                                                                                            | Supplies                                                                                                                                                                                                                       | \$            |

|                   |                                                             |                      |            |
|-------------------|-------------------------------------------------------------|----------------------|------------|
|                   |                                                             | Contractual          | \$         |
| Subtotal Task 1.3 |                                                             |                      | \$0.00     |
| Total Activity 1  |                                                             |                      | \$6,196.12 |
| Activity 2        | Brief description of costs included in this invoice period. | Cost Type            | Subtotal   |
| Task 2.1          |                                                             | Personnel & Benefits | \$         |
|                   |                                                             | Travel               | \$         |
|                   |                                                             | Supplies             | \$         |
|                   |                                                             | Contractual          | \$         |
| Subtotal Task 2.1 |                                                             |                      | \$0.00     |
| Task 2.2          |                                                             | Personnel & Benefits | \$         |
|                   |                                                             | Travel               | \$         |
|                   |                                                             | Supplies             | \$         |
|                   |                                                             | Contractual          | \$         |
| Subtotal Task 2.2 |                                                             |                      | \$0.00     |
| Task 2.3          |                                                             | Personnel & Benefits | \$         |
|                   |                                                             | Travel               | \$         |
|                   |                                                             | Supplies             | \$         |
|                   |                                                             | Contractual          | \$         |
| Subtotal Task 2.3 |                                                             |                      | \$0.00     |
| Total Activity 2  |                                                             |                      | \$0.00     |
| Activity 3        | Brief description of costs included in this invoice period. | Cost Type            | Subtotal   |
| Task 3.1          |                                                             | Personnel & Benefits | \$         |
|                   |                                                             | Travel               | \$         |
|                   |                                                             | Supplies             | \$         |
|                   |                                                             | Contractual          | \$         |
| Subtotal Task 3.1 |                                                             |                      | \$0.00     |
| Task 3.2          |                                                             | Personnel & Benefits | \$         |
|                   |                                                             | Travel               | \$         |

|                      |  |                      |            |
|----------------------|--|----------------------|------------|
|                      |  | Supplies             | \$         |
|                      |  | Contractual          | \$         |
| Subtotal Task 3.2    |  |                      | \$0.00     |
| Task 3.3             |  | Personnel & Benefits | \$         |
|                      |  | Travel               | \$         |
|                      |  | Supplies             | \$         |
|                      |  | Contractual          | \$         |
| Subtotal Task 3.3    |  |                      | \$0.00     |
| Total Activity 3     |  |                      | \$0.00     |
| Total Activities 1-3 |  |                      | \$6,196.12 |



**EXHIBIT D – SUBCONTRACTOR INCLUSION PLAN**  
**FOR**  
**BIDDERS WHO PLAN TO UTILIZE SUBCONTRACTORS TO PERFORM THE CONTRACT, IF**  
**AWARDED**

|                           |                                                                                                                             |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| Competitive Solicitation: | No. _____ – _____                                                                                                           |
| Bidder:                   | <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Type/print full legal name of Bidder |

**INSTRUCTIONS**

1. Bidders that plan to use subcontractors on the contract if awarded must complete Section 1 for the Subcontractor Inclusion Plan for the above referenced Competitive Solicitation.
2. Section 2 – Provides instructions and information regarding who must submit Exhibit [D] – Subcontractor Inclusion Plan and what is required.
3. Section 3 – Provides information on definitions of the businesses as used in this Exhibit [D] – Subcontractor Inclusion Plan.

**SECTION 1: *SUBCONTRACTOR INCLUSION PLAN***

Bidder: As set forth in the Competitive Solicitation, list the bidder’s anticipated small/veteran/diverse business category goals for subcontractor participation, if awarded a Contract. The bidder may list any goal amount that they feel is appropriate and attainable for them. These are aspirational goals for the bidder’s use of small/veteran/diverse subcontractors, if awarded a Contract pursuant to this Competitive Solicitation. Provide the name of each business in the appropriate category as they are listed in Washington’s Electronic Business Solution (WEBS).

| SUBCONTRACTOR<br>CATEGORY<br>*As Described<br>Below  | ANTICIPATED % OF<br>CONTRACT SPEND<br>AMOUNT (DETERMINED<br>BY THE BIDDER) | ANTICIPATED SUBCONTRACTOR NAMES<br>(LIST ALL IN THE APPROPRIATE BOX BELOW<br>IF KNOWN) |
|------------------------------------------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| MINORITY-OWNED<br>BUSINESS (MBE)                     |                                                                            |                                                                                        |
| WOMAN-OWNED<br>BUSINESS (WBE)                        |                                                                            |                                                                                        |
| CERTIFIED<br>COMBINATION<br>OWNED BUSINESS<br>(CBE)  |                                                                            |                                                                                        |
| CERTIFIED MINORITY<br>WOMAN OWNED<br>BUSINESS (MWBE) |                                                                            |                                                                                        |

|                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------|
| SOCIALLY AND<br>ECONOMICALLY<br>DISADVANTAGED<br>BUSINESS (SEDBE)                                                                                                                                                                                                                                                                                                                                                           |  |                       |
| VETERAN-OWNED<br>BUSINESS (VOB)                                                                                                                                                                                                                                                                                                                                                                                             |  |                       |
| WASHINGTON SMALL<br>BUSINESS (SB)                                                                                                                                                                                                                                                                                                                                                                                           |  |                       |
| <p>Bidder commits to a make a genuine effort to achieve the proposed subcontract spend amounts with small/veteran/diverse business subcontractors as stated above. Bidder will develop a comprehensive outreach strategy including outreach, education/mentorship, and process changes designed to increase participation by small/veteran/diverse businesses that are registered with the State of Washington in WEBS.</p> |  |                       |
| <p>Bidder's Authorized Representative<br/>Signed _____</p>                                                                                                                                                                                                                                                                                                                                                                  |  | <p>_____<br/>Date</p> |

## SECTION 2: INFORMATION & INSTRUCTIONS FOR COMPLETING *EXHIBIT D SUBCONTRACTOR INCLUSION PLAN*

- Bidders who, if awarded a Contract, intend to use subcontractors, must complete *Exhibit D – Subcontractor Inclusion Plan* in the form set forth above. Awarded bidders who do not submit a Subcontractors Inclusion Plan may be precluded from utilizing subcontractors to perform the Contract.
  - Note: Exhibit D – Subcontractor Inclusion Plan* is NOT required if bidder, if awarded, does NOT intend to use subcontractors for this Contract.
- As part of the *Subcontractor Inclusion Plan*, bidder is encouraged to include an anticipated list of small/diverse subcontractors who may assist bidder in fulfilling bidder's contractual obligations, if bidder is awarded a Contract pursuant to this Competitive Solicitation. This list should identify any subcontractors who are small/veteran/diverse businesses as defined below.
  - Note:* The businesses included in the *Subcontractor Inclusion Plan* are listed as examples of the business that bidder may use as subcontractors and does NOT obligate bidder to utilize those specific businesses in performing the Contract, if awarded. If awarded, the *Subcontractor Inclusion Plan* will be incorporated into the resulting Contract and bidder will report performance and progress to [AGENCY] as set forth in the Contract and in annual contract management meetings.
- If the proposed subcontractors are self-identified diverse businesses, bidder will encourage and support efforts for their certification with the appropriate Washington state agencies.
- The small/veteran/diverse business goals set forth herein are voluntary. Bidders will not be considered non-responsive if the *Subcontractor Inclusion Plan* has a zero

small/veteran/diverse business participation amount. [AGENCY], however, encourages bidders to be proactive in engaging small/veteran/diverse business participation. No preference will be included in the evaluation of bids based on the ***Subcontractor Inclusion Plan***. No minimum level of small/veteran/diverse business participation is required as a condition for receiving a Contract award.

5. Awarded bidders who utilize subcontractors will meet with [AGENCY] annually, regarding their small/veteran/diverse business inclusion goals set forth in their ***Subcontractor Inclusion Plan***.

### SECTION 3: SMALL/VETERAN/DIVERSE BUSINESSES DEFINITIONS

For purposes of this Competitive Solicitation, the following terms have the following meanings:

| BUSINESS CATEGORY                                     | DEFINITION                                                                                                                                                                                                                      |
|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MBE<br>Minority-Owned Business:                       | Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a minority-owned business(. See, <a href="#">RCW 39.19.120</a> and <a href="#">WAC 326-20</a> .               |
| Woman-Owned Business (WBE):                           | Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a woman-owned business. See, <a href="#">RCW 39.19.120</a> and <a href="#">WAC 326-20</a> .                   |
| OMWBE Certified Combination Owned Business (CBE):     | Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a business owned by women and minorities. See, <a href="#">RCW 39.19.120</a> and <a href="#">WAC 326-20</a> . |
| OMWBE Certified Minority Woman Owned Business (MWBE): | Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a business owned by minority women. See, <a href="#">RCW 39.19.120</a> and <a href="#">WAC 326-20</a> .       |

| BUSINESS CATEGORY                                         | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Socially and Economically Disadvantaged Business (SEDBE): | Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a business owned by minority who are found to be socially and economically disadvantaged on a case-by-case basis. <i>See</i> , <a href="#">RCW 39.19.120</a> and <a href="#">WAC 326-20</a> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Veteran-Owned Business (VOB):                             | <p>Limited to firms certified by the Washington State Department of Veterans Affairs (WDVA) as a Certified Veteran-Owned Business. <i>See</i>, <a href="#">RCW 43.60A.010(7)</a> &amp; <a href="#">RCW 43.60A.190</a>. Such firms must meet four requirements:</p> <ul style="list-style-type: none"> <li>○ <i>51% Ownership.</i> The firm must be at least fifty-one percent (51%) owned and controlled by: <ul style="list-style-type: none"> <li>▪ A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007;</li> <li>▪ A person who is in receipt of disability compensation or pension from the Department of Veterans Affairs; or</li> <li>▪ An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.</li> </ul> </li> <li>○ <i>Washington Incorporation/Location.</i> The firm must be <u>either</u> an entity that is incorporated in the state of Washington as a Washington domestic corporation <u>or, if not incorporated,</u> an entity whose principal place of business is located within the State of Washington.</li> <li>○ <i>WEBS Certification.</i> The firm must have certified its Veteran-Owned Business status in Washington's Electronic Business Solution (<a href="#">WEBS</a>).</li> <li>○ <i>WDVA Certification.</i> The firm must have provided certification documentation to the WDVA and be certified by WDVA and listed as such on WDVA's website (<a href="#">WDVA – Veteran-Owned Businesses</a>).</li> </ul> |

| BUSINESS<br>CATEGORY                  | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Washington<br>Small Business<br>(SB): | <p>Limited to firms that meet the following three (3) requirements:</p> <ol style="list-style-type: none"> <li>1. <i>Location.</i> The firm's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel.</li> <li>2. <i>Size.</i> The firm must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars (\$7,000,000) annually as reported on the firm's federal income tax return or its return filed with the Washington State Department of Revenue (WDOR) over the previous three consecutive years.</li> <li>3. <i>WEBS Certification.</i> Bidder must have certified its Washington Small Business status in Washington's Electronic Business Solution (<a href="#">WEBS</a>).</li> </ol> <p>See, <a href="#">RCW 39.26.010(22) &amp; .010(13)</a>.</p> <p>Washington Small Business also includes, Minibusinesses and Microbusinesses. Such firms just have a small 'size' requirement:</p> <ul style="list-style-type: none"> <li>▪ <i>Minibusiness Size Requirement:</i> The firm must be owned and operated independently from all other businesses and have a gross revenue of at least one million dollars (\$1,000,000) but less than three million dollars (\$3,000,000) annually as reported on the firm's federal income tax return or its return filed with the WDOR. See, <a href="#">RCW 39.26.010(17)</a>.</li> <li>▪ <i>Microbusiness Size Requirement:</i> The firm must be owned and operated independently from all other businesses and has a gross revenue of less than one million dollars (\$1,000,000) annually as reported on the firm's federal income tax return or its return filed with the WDOR. See, <a href="#">RCW 39.26.010(16)</a>.</li> </ul> |

Return this Contracts Subcontractor Inclusion Plan  
to Procurement Coordinator at:  
[AGENCY Procurement Coordinator]



WASHINGTON STATE DEPARTMENT OF  
**NATURAL RESOURCES**  
**SUBAWARD AGREEMENT**

*This is a subaward of federal funds. Subrecipients are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400.*

*The Washington State Department of Natural Resources (Agency/DNR) is the pass-through entity. This subaward is not being made for the purposes of Research and Development (R&D).*

**DNR FUNDING INFORMATION**

Program Index: 244  
Project Code: GSA

**Competitive Grant**

☐ No ☒ Yes

Request for Application (RFA) #: DNR 24-16

**SUBRECIPIENT INFORMATION**

City of Vancouver  
PO Box 1995  
Vancouver, Washington 98668-1995  
**Phone:** 360-487-8328  
**Fax:** 360-487-8305  
**Email:** [charles.ray@cityofvancouver.us](mailto:charles.ray@cityofvancouver.us)

**WA State UBI Number**  
065-001-364

**Statewide Vendor Number**  
SWV0008489

**Taxpayer Identification Number/FEIN**  
91-6001288

**Unique Entity Identifier**  
TM9CHABUP4B2

**Total amount of federal funds obligated to the subrecipient by DNR**  
\$100,000

**SUBAWARD INFORMATION**

**Subaward Number**  
93-107905

**Amount obligated this agreement**  
\$100,000

**Period of Performance**  
Date of execution through May 31, 2026

**Match Required**  
☒ No ☐ Yes

**Indirect Rate**  
N/A

**FEDERAL AWARD INFORMATION**

**Assistance Listing**  
10.727

**Federal Awarding Agency**  
USDA, Forest Service

**Federal Award Identification Number**  
23-DG-11062765-080

**Federal Award Name**  
Washington Urban and Community Forestry Inflation  
Reduction Law State Funding

**Federal award project description**

The purpose of this subaward is for SUBRECIPIENT to select a subcontractor to develop a comprehensive citywide tree inventory within areas identified as disadvantaged by the Climate and Economic Justice Screening Tool. This data will guide near and long-term sustainable management of the city's urban forest, while accelerating investments in tree equity and positive health, social, and climate benefits for all who live, work, and visit the city.

This Subaward Agreement is made and entered into by and between the State of Washington, Department of Natural Resources, hereinafter referred to as "DNR", and City of Vancouver, hereinafter referred to as "SUBRECIPIENT".

## 1. PURPOSE

The intent of the program is to assist communities in developing urban forest planning, programming tools, and activities that may not otherwise receive local funding. Projects are to improve management, care, and public engagement with trees growing in parks, natural areas, and along public rights-of-way. These projects address social and environmental disparities in Washington communities by investing in community-identified urban forestry needs advancing environmental, social, or public health outcomes.

The purpose of this subaward is for SUBRECIPIENT to select a subcontractor to develop a comprehensive citywide tree inventory within areas identified as disadvantaged by the Climate and Economic Justice Screening Tool. This data will guide near and long-term sustainable management of the city's urban forest, while accelerating investments in tree equity and positive health, social, and climate benefits for all who live, work, and visit the city.

## 2. SCOPE OF WORK

- A. Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this subaward, the nature of the working relationship between DNR and SUBRECIPIENT, and specific obligations of both parties.
- B. Exhibit B, attached hereto and incorporated by reference, contains the *Federal Subaward Terms and Conditions* governing work to be performed under this subaward, and specific subrecipient obligations.
- C. The scope of work/deliverables for this agreement will be produced by SUBRECIPIENT using the Project Work Plan and Budget Template, attached hereto as Exhibit C and incorporated by reference. The Project Work Plan and Budget shall be agreed by the Parties prior to the start of any work, as reflected by the signatures of their respective Project Managers. SUBRECIPIENT will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work.

The Project Work Plan and Budget may be amended, as necessary and agreed by the Parties, to account for changes in project details and/or budget using an amended Project Work Plan and Budget.

Projects must be located on public property or be open to public access. Subaward funds may not be used to meet ordinary maintenance and operating expenses.

- D. SUBRECIPIENT shall include as deliverables the following written reports:
  - Interim Reports (approximately every 180 days from the project start date)
  - Final Report (at the end of the project)

Report templates will be provided by the DNR Project Manager.

- E. With the Final Report, SUBRECIPIENT will provide as a deliverable a 400 to 500-word article telling the story of the project, including references to DNR, local project partners, location, purpose, and outcomes, as well as two high quality images. This requirement may be substituted with approval of the DNR Project Manager.

### **3. PERIOD OF PERFORMANCE**

The period of performance under this subaward will be from the date of execution through May 31, 2026, unless terminated sooner as provided herein.

### **4. AWARD**

The total award payable to SUBRECIPIENT for satisfactory performance of the work under this subaward shall not exceed One Hundred Thousand Dollars (\$100,000). SUBRECIPIENT's compensation shall be based on the details set out in the Project Work Plan and Budget.

#### **Expenses**

No expenses are allowed under this subaward.

#### **Unallowable Costs**

Payments made for costs determined to be unallowable by either the federal agency, or DNR, either as direct or indirect costs, must be refunded (including interest) to the federal government in accordance with instructions from the federal agency that determined the costs are unallowable unless federal statute or regulation directs otherwise.

#### **Treatment of Subrecipient Assets, Equipment**

SUBRECIPIENT shall comply with the Exhibit A, 46. TREATMENT OF ASSETS, as well as the following:

1. SUBRECIPIENT shall obtain prior written approval by DNR when purchasing property if the cost is to be reimbursed as a direct item of cost under this subaward. This approval may be accomplished by inclusion in the agreed Project Work Plan and Budget.
2. Disposition of Assets shall be treated in accordance with the requirement of [2 CFR 200](#).

Federal funding under this award is not available for reimbursement of subrecipient's purchase of equipment.

### **5. AUDIT REQUIREMENT**

A SUBRECIPIENT with a total of \$750,000 or more in federal expenditures during its fiscal year (either received directly from the federal government, indirectly from a pass-through entity, or a combination of both) must have a federal single audit conducted for that year in compliance with [2 CFR 200 Subpart F](#) (as updated). SUBRECIPIENT must provide a copy of the final audit report to DNR within nine (9) months of the end of its fiscal year, unless a longer period is agreed to in advance by the Federal agency identified in this section.



A SUBRECIPIENT that expends less than \$750,000 during its fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in [2 CFR 200.503](#), but records must be available for review or audit by appropriate officials of the federal agency, DNR, and Government Accountability Office (GAO).

DNR may suspend all reimbursements if SUBRECIPIENT fails to timely provide a single Federal audit; further DNR reserves the right to suspend any and all Agreement(s) with SUBRECIPIENT if such noncompliance is not promptly cured.

## **6. FUNDING ACKNOWLEDGEMENT**

SUBRECIPIENT shall acknowledge DNR and USDA Forest Service support in any publications, audiovisuals, electronic media, printed materials, signs, and other products developed as a result of this subaward. Materials must be reviewed by DNR prior to publishing; follow direction in USDA Supplemental [2 CFR 415.2](#). All projects must include an acknowledgement of funding sources, and may be recognized as follows:

*“Funds for this project were provided by the USDA Forest Service Urban and Community Forestry Program, administered through the State of Washington Department of Natural Resources Urban and Community Forestry Program.”*

SUBRECIPIENT must include the federal nondiscrimination statement in materials and products developed. See Exhibit B – Federal Subaward Terms and Conditions.

Appropriate agency logos may be used in addition to the above statement and will be supplied to the SUBRECIPIENT. Use of DNR logos must be reviewed and approved by the funding agencies prior to publishing.

## **7. BILLING PROCEDURES**

Each invoice submitted by SUBRECIPIENT to DNR shall include the information needed by DNR to determine the exact nature of all expenditures. Each invoice for this agreement will be produced by SUBRECIPIENT using the Invoice Template, attached hereto as Exhibit D and incorporated by reference, and be submitted electronically to the following website: <https://app.smartsheet.com>. SUBRECIPIENT's internal invoice format may be attached as backup documentation; however, DNR will only consider invoices which utilize Exhibit D – Invoice Template. Invoice frequency: With interim and final reports.

DNR will pay SUBRECIPIENT upon satisfactory acceptance of fully completed activities, tasks, and/or deliverables clearly identified in its Project Work Plan and Budget and approved by the DNR Project Manager. Invoices and the required supporting documentation must be submitted as one PDF document.

DNR reserves the right to request backup documentation (e.g. invoices, receipts, payroll documents, subcontracts) for any and all expenses included in an invoice submitted for payment.

No payments in advance or in anticipation of services or goods to be provided under this subaward shall be made by DNR.

Payment shall be considered timely if made by DNR within 30 calendar days after receipt of properly completed invoices.

#### Fiscal Year Closures

Under fiscal year closing procedures, SUBRECIPIENT must submit all invoices and/or billings for services or material supplied under this Agreement through June 30, to DNR no later than July 10 of a given year.

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

Final payment will be withheld until satisfactory acceptance of the Final Report.

### **8. SUBRECIPIENT MONITORING**

SUBRECIPIENT is a non-Federal entity receiving a subaward from a pass-through entity to carry out part of a federal award. SUBRECIPIENT performance will be monitored by DNR in compliance with [2 CFR 200.332](#).

SUBRECIPIENT will complete the following form(s): Financial Health Review (Exhibit E)

SUBRECIPIENT will participate in monitoring activities, which may include trainings, regular meetings, and in-person and/or virtual reviews of SUBRECIPIENT program operations. The results of SUBRECIPIENT monitoring may impact this subaward and may be considered in future applications for future DNR awards.

### **9. GRANT MANAGEMENT**

The Project Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this subaward.

| <b>SUBRECIPIENT Subaward Manager Information</b>                                                                                                                                                                                    | <b>AGENCY Subaward Manager Information</b>                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Charles Ray, Urban Forestry Coordinator<br>City of Vancouver<br>PO Box 1995<br>Vancouver, WA 98668-1995<br>Phone: 360-487-8328<br>Email address: <a href="mailto:Charles.Ray@cityofvancouver.us">Charles.Ray@cityofvancouver.us</a> | Sajjad Alokozai<br>Department of Natural Resources<br>1111 Washington Street SE<br>Olympia, WA 98504-7013<br>Phone: 360-915-3944<br>Email address: <a href="mailto:Sajjadullah.Alokozai@dnr.wa.gov">Sajjadullah.Alokozai@dnr.wa.gov</a> |
| <b>SUBRECIPIENT Project Manager Information</b>                                                                                                                                                                                     | <b>AGENCY Project Manager Information</b>                                                                                                                                                                                               |

|                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Jessica George, Urban Forestry Coordinator<br/> City of Vancouver<br/> PO Box 1995<br/> Vancouver, WA 98668-1995<br/> <i>Phone:</i> 360-487-8308<br/> <i>Email address:</i><br/> <a href="mailto:Jessica.george@cityofvancouver.us">Jessica.george@cityofvancouver.us</a></p> | <p>Scott Chambers<br/> Department of Natural Resources<br/> 1111 Washington Street SE<br/> Olympia, WA 98504-7013<br/> <i>Phone:</i> 564-233-9299<br/> <i>Email address:</i> <a href="mailto:Scott.chambers@dnr.wa.gov">Scott.chambers@dnr.wa.gov</a></p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## 10. INSURANCE

Before using any of said rights granted herein and at its own expense, SUBRECIPIENT shall purchase and maintain, or require its agent(s)/subcontractor to purchase and maintain, the insurance described below for the entire duration of this agreement. Failure to purchase and maintain the required insurance may result in the termination of the agreement at DNR's option.

All insurance provided in compliance with this agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

SUBRECIPIENT shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this agreement before using any of said rights granted herein. The description section of the certificate shall contain the Grant Agreement Number and the name of the DNR Project Manager. SUBRECIPIENT shall also provide renewal certificates as appropriate during the term of this agreement.

SUBRECIPIENT shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of SUBRECIPIENT to have its subcontractors and agents comply with the insurance requirements contained herein does not limit SUBRECIPIENT's liability or responsibility.

**Insurance Types & Limits:** The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: SUBRECIPIENT shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent SUBRECIPIENTS, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's Liability ("Stop Gap") Insurance: SUBRECIPIENT shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits

not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

**Business Auto Policy (BAP) Insurance:** SUBRECIPIENT shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." SUBRECIPIENT waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

**Industrial Insurance (Workers Compensation):** SUBRECIPIENT shall comply with or provide Federal Workers Compensation insurance or coverage under [Title 51 RCW](#) by maintaining workers compensation insurance for its employees. SUBRECIPIENT waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. SUBRECIPIENT waives its [Title 51 RCW](#) immunity to the extent it is required by its indemnity obligation under this agreement.

**Additional Provisions:**

**Additional Insured:** The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

**Cancellation:** DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

1. Insurers subject to [Chapter 48.18 RCW](#) (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to [Chapter 48.15 RCW](#) (Surplus Lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

**Insurance Carrier Rating:** All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with [Chapter 48.15 RCW](#) and [284-15 WAC](#).

**Self-Insurance:** If SUBRECIPIENT is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that SUBRECIPIENT's self-insurance meets all of the required insurance coverage of this agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of SUBRECIPIENT is inadequate, then State may require the purchase of additional commercial insurance to comply with this agreement.

Waiver: SUBRECIPIENT waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this agreement.

#### **11. DEBARMENT OF SUBRECIPIENTS**

SUBRECIPIENT shall assure that, its officers, agents, subcontractors, and consultants shall not fund, contract with, or engage the services of any consultant, subcontractor, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive funds.

SUBRECIPIENT certifies that SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Agreement by any federal department or agency. SUBRECIPIENT shall complete Exhibit F - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form before execution of this subaward.

#### **12. ASSURANCES**

AGENCY and SUBRECIPIENT agree that all activity pursuant to this subaward will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

#### **13. ORDER OF PRECEDENCE**

Each of the exhibits listed below is by this reference hereby incorporated into this subaward. In the event of an inconsistency in this subaward, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal statutes and regulations.
2. Terms and conditions of a grant awarded to the state from the federal government, attached as Exhibit B
3. Washington State statutes and regulations.
4. Special terms and conditions as contained in this basic contract instrument.
5. Exhibit A – WA State Department of Natural Resources General Terms and Conditions.
6. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

#### **14. STATE SUBCONTRACTS**

Subcontractor means not in the employment of the State of Washington, who is performing all, or part of the activities related to this agreement under a separate contract with SUBRECIPIENT responsible for the scope of work as identified within. If utilizing subcontractors to perform the scope of work, SUBRECIPIENT is required to obtain subcontractors in compliance with [RCW 39.26](#).

#### **15. SUBCONTRACTOR PAYMENTS REPORTING REQUIREMENTS**

This contract is subject to compliance tracking using the State's business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women's Business Enterprises at <https://omwbe.diversitycompliance.com/>.

SUBRECIPIENT and all subcontractors shall report and confirm receipt of payments made to SUBRECIPIENT and each subcontractor through Access Equity. User guides and documentation related to SUBRECIPIENT and subcontractor access to, and use of Access Equity are available online at <https://omwbe.wa.gov/access-equity-help-center>. DNR reserves the right to withhold payments from SUBRECIPIENT for non-compliance with this section. For purposes of this section, subcontractor means any subcontractor working on the contract, at any tier and regardless of status as certified WMBE or Non-WMBE.

SUBRECIPIENT shall:

1. Register and enter all required subcontractor information into Access Equity no later than fifteen (15) days after DNR creates the Contract Record.
2. Complete the required user training (two (2) one-hour online sessions) no later than twenty (20) days after DNR creates the Contract Record.
3. Report the amount and date of all payments (i) received from the DNR, and (ii) paid to Subcontractors, no later than a date mutually agreed to by the parties, issuance of each payment made by DNR to SUBRECIPIENT, unless otherwise specified in writing by DNR, except that SUBRECIPIENT shall mark as “Final” and report the final subcontractor payments) into Access Equity no later than thirty (30) days after the final payment is due the subcontractor(s) under the contract, with all payment information entered no later than sixty (60) days after end of fiscal year.
4. Monitor contract payments and respond promptly to any requests or instructions from DNR or system-generated messages to check or provide information in Access Equity.
5. Coordinate with subcontractors, or DNR when necessary, to resolve promptly any discrepancies between reported and received payments.
6. Require each subcontractor to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from SUBRECIPIENT or a higher tier subcontractor, if applicable, through Access Equity; (iii) report payments made to any lower tier subcontractors, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from SUBRECIPIENT or system-generated messages to check or provide information in Access Equity; and (v) coordinate SUBRECIPIENT, or DNR when necessary, to resolve promptly any discrepancies between reported and received payments.

SUBRECIPIENT is obligated to complete the vendor registration in Access Equity. Access Equity is a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. SUBRECIPIENTS that have previously registered with B2Gnow for any public entity, must verify the system has updated information. SUBRECIPIENTS can access the system at <https://omwbe.diversitycompliance.com/> or through a direct link on the Office of Minority and Women’s Business Enterprises (OMWBE) website at: <https://omwbe.wa.gov/>.

Each month during the subaward, SUBRECIPIENT will report payments to ALL subcontractors through the Access Equity system. This monthly reporting information includes total payment in dollars made to the subcontractor, payment dates, and any additional information required to verify payment to subcontractors. SUBRECIPIENT will enter this payment information into the Access

Equity system, and the subcontractors will verify this payment information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both SUBRECIPIENTS and subcontractors.

In the Access Equity system, **PRIME CONTRACTOR** is defined as a SUBRECIPIENT that signs a contract with DNR, but also subcontracts a portion of the work to other businesses and manages the performance of subcontracted work.

## **16. SUBCONTRACTOR INCLUSION PLAN**

Any SUBRECIPIENT entering into a subcontract shall ensure that all subcontractors complete a Subcontractor Inclusion Plan (see Exhibit G).

The State of Washington works towards providing the maximum practicable opportunity for small and diverse businesses in the performance of all State contracts. SUBRECIPIENT shall use genuine efforts to utilize race- or gender-neutral means to allow opportunities for small and diverse businesses to participate in subcontracts, where participation opportunities are present. SUBRECIPIENT shall make genuine efforts to ensure all available business enterprises, including small and diverse businesses, have equal opportunity for participation which might be presented under this Agreement. Examples of genuine efforts include, but are not limited to, the following:

1. Submit inclusion plans with genuine efforts to meet the aspirational goals on the project;
2. Engaging in targeted outreach;
3. Providing training; and
4. Using the OMWBE & DBA certified business directories to locate certified minority, women- and veteran-owned businesses, and WEBS to search for qualified small business.

SUBRECIPIENT shall include a similar provision in all subcontracts awarded for work to be performed under the contract with the State.

## **17. ENTIRE AGREEMENT**

This subaward, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

## **18. CONFORMANCE**

If any provision of this subaward violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.



By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

CITY OF VANCOUVER

---

360-338-1688  
*Telephone*



## EXHIBIT A

### WA STATE DEPARTMENT OF NATURAL RESOURCES GENERAL TERMS AND CONDITIONS

#### 1. ACCESS TO DATA

The Subrecipient shall provide access to data generated under this subaward to the Agency, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subrecipient's reports, including computer models and methodology for those models.

#### 2. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this subaward shall be made by the Agency.

#### 3. AMENDMENTS

This subaward 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. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

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

#### 5. ANTITRUST

The Subrecipient hereby assigns to Agency any and all of its claims for price fixing or overcharges, which arise under federal or state law relating to the goods, products, or services purchased under this subaward.

#### 6. ASSIGNMENT

Neither this subaward, nor any claim arising under this subaward, shall be transferred or assigned by the Subrecipient without prior written consent of the Agency.

Subrecipient may not assign its rights under this Subaward without Department of Natural Resources (DNR) prior written consent and DNR may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Subrecipient provides written notice to DNR within thirty (30) calendar days, Subrecipient may assign its rights under this Subaward in full to any parent, subsidiary, or affiliate of the Subrecipient that controls or is controlled by or under common control with the Subrecipient, is merged or consolidated with the Subrecipient, or purchases a majority or controlling interest in the ownership or assets of the Subrecipient. Unless otherwise agreed, the Subrecipient guarantees prompt performance of all obligations under this Subaward notwithstanding any prior assignment of its rights.

## **7. ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce subaward terms, each party agrees to bear its own attorney fees and costs.

## **8. COMPLIANCE WITH APPLICABLE LAW**

At all times during the term of the subaward, the Subrecipient shall comply with all applicable laws.

## **9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The Subrecipient shall not use or disclose any information concerning the Agency, or information that may be classified as confidential, for any purpose not directly connected with the administration of this subaward, except with prior written consent of the Agency, or as may be required by law.

## **10. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Agency may, in its sole discretion, by written notice to the Subrecipient terminate this subaward if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Subrecipient in the procurement of, or performance under this subaward.

In the event this subaward is terminated as provided above, the Agency shall be entitled to pursue the same remedies against the Subrecipient as it could pursue in the event of a breach of the subaward by the Subrecipient. The rights and remedies of the Agency provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this subaward.

## **11. COPYRIGHT PROVISIONS**

Unless otherwise provided, all materials produced under this subaward shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Agency. The Agency 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, Subrecipient hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the Agency 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 subaward, but that incorporate pre-existing materials not produced under the subaward, Subrecipient hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Subrecipient warrants and represents that Subrecipient has all rights and permissions, including intellectual

property rights, moral rights and rights of publicity, necessary to grant such a license to the Agency.

The Subrecipient shall exert all reasonable effort to advise the Agency, at the time of delivery of materials furnished under this subaward, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this subaward.

The Agency shall receive prompt written notice of each notice or claim of infringement received by the Subrecipient with respect to any data delivered under this subaward. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Subrecipient.

## **12. COVENANT AGAINST CONTINGENT FEES**

The Subrecipient warrants that no person or selling Agent has been employed or retained to solicit or secure this subaward upon a subaward or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established Agents maintained by the Subrecipient for securing business.

The Agency shall have the right, in the event of breach of this clause by the Subrecipient, to annul this subaward without liability or, in its discretion, to deduct from the subaward price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

## **13. DEFAULT**

Subrecipient shall be in default if it is in material breach of any term or condition of the subaward. The time of default shall begin when the material breach occurs or after any applicable opportunity to cure period lapses, whichever is later.

## **14. DELIVERY, INSPECTION, REJECTION, CURE:**

1. **TIME OF THE ESSENCE:** Time is of the essence in the performance of the subaward.
2. **SHIPPING & RISK OF LOSS.** All goods subject to the Subaward shall be shipped F.O.B. destination. Risk of loss of the goods shall pass to the Agency at the time the goods are accepted by the Agency.
3. **INSPECTION:** The Agency's inspection of all goods upon delivery is for the sole purpose of identification. Such inspection shall not be construed as acceptance of the goods.
4. **REJECTION:** The Agency may reject any nonconforming Deliverables by reasonably notifying the Subrecipient in writing.
5. **OPPORTUNITY TO CURE:** Subrecipient shall have the right to cure the materiality of any breach prior to the time for performance under the Subaward. This right to cure terminates upon the time for performance.

## **15. DEFINITIONS**

Definitions for the purposes of this subaward include:

**AGENCY** – any state office or activity of the executive and judicial branches of state government, including state agencies, departments, offices, divisions, boards, commissions,

institutions of higher education as defined in RCW 28B.10.016, and correctional and other types of institutions.

**AGENT** – Personnel authorized to act on behalf of the Agency for matters contained within.

**BUSINESS DAYS** – Monday through Friday, 8AM to 5PM, Pacific Standard Time, or, Pacific Daylight Time, Olympia, Washington, USA.

**CALENDAR DAY** – Midnight to midnight, any day of the week.

**CFR** - Code of Federal Regulations. All references in this subaward to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <https://www.ecfr.gov/>

**DEBARMENT** – an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

**DNR** – Washington State Department of Natural Resources, an Agency of the State of Washington, and any division, section, office, unit or other entity of, or any of the officers or other officials lawfully representing the department.

**EQUIPMENT** – products or materials having a fair market value of \$5,000 or more per unit and a useful life of over one year.

**GOODS** – products, materials, supplies, or equipment provided by a Subrecipient

**PURCHASE** – the acquisition of goods or services, including the leasing or renting of goods.

**RCW** – Revised Code of Washington. All references in this subaward to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/RCW/>.

**SERVICES** – labor, work, analysis, or similar activities provided by a Subrecipient to accomplish a specific scope of work.

**SUBAWARD** – an agreement between DNR and Subrecipient that includes terms and conditions, all appendices, and exhibits, associated Statements of Work (e.g. Subaward), and all amendments awarded.

**SUBCONTRACTOR** – one not in the employment of the Subrecipient, who is performing all or part of the business activities related to this subaward under a separate contract with the Subrecipient. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.

**SUBRECIPIENT** – a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

Characteristics indicative of a federal award received by a SUBRECIPIENT are when the organization:

1. Determines who is eligible to receive what federal financial assistance;
2. Has its performance measured against whether the objectives of the federal program are met;
3. Has responsibility for programmatic decision making;
4. Has responsibility for adherence to applicable federal program compliance requirements;
5. Uses the federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity;
6. Operates on the basis of allowable costs no payment above cost is allowed; and
7. May be required to match or share costs of the program.

**USEFUL LIFE** - useful service life as based upon the United States Department of Treasury, Internal Revenue Service, policies on depreciation for tax purposes, unless SUBRECIPIENT or subcontractor documents in writing some different period that the DNR agrees to in writing.

**VENDOR** – individual, firm, organization, company or other entity offering products and/or services.

**WORKING DAYS** – Midnight to midnight, Monday through Friday, excluding weekends and state legal holidays.

## **16. DISALLOWED COSTS**

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

## **17. DISPUTES**

Except as otherwise provided in this subaward, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Agent.

1. The request for a dispute hearing must:
  - Be in writing;
  - State the disputed issue(s);
  - State the relative positions of the parties;
  - State the Subrecipient's name, address, and agreement number; and
  - Be mailed to the Agent and the other party's (respondent's) subaward manager within three (3) working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the Agent and the requester within five 5 working days.
3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this subaward shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

## **18. DUPLICATE PAYMENT**

The Agency shall not pay the Subrecipient, if the Subrecipient has charged or will charge the State of Washington or any other party under any other subaward or agreement, for the same goods delivered or services rendered.

## **19. ENVIRONMENTAL CONSIDERATIONS**

Environmental considerations do not apply to this subaward.

## **20. EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS**

**MANDATORY INDIVIDUAL ARBITRATION.** If Bidder returned Contractor Certification – Executive Order 18-03 Worker’s Rights, and Subrecipient represents and warrants, as previously certified in Subrecipient’s bid, quotation and/or proposal submission, that Subrecipient does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Subrecipient further represents and warrants that, during the term of this subaward, Subrecipient shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

## **21. FUNDING SOURCE**

At all times during the course of this subaward, the Subrecipient must comply with applicable laws, rules, policy and regulations required by the source of funding for the subaward. If this subaward is funded by a grant, the terms and conditions required by the granting entity are attached as Exhibit B.

## **22. GOVERNING LAW**

This subaward 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.

## **23. HARASSMENT**

Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency contractors hereby have access to DNR Policy PO01-052 Sexual Harassment:

[https://www.dnr.wa.gov/publications/em\\_harassment\\_prevention\\_policy.pdf](https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf).

DNR’s Policy PO01-051 Safe and Respectful Workplace, linked below, outlines DNR’s commitment and the expectations for contractors: [www.dnr.wa.gov/publications/em\\_safe\\_respectful\\_workplace\\_policy.pdf](http://www.dnr.wa.gov/publications/em_safe_respectful_workplace_policy.pdf).

DNR’s Policy PO01-037 Harassment Prevention outlines DNR’s commitment and the expectations for contractors: [www.dnr.wa.gov/publications/em\\_harassment\\_prevention\\_policy\\_037.pdf](http://www.dnr.wa.gov/publications/em_harassment_prevention_policy_037.pdf).

## **24. INDEMNIFICATION**

To the fullest extent permitted by law, Subrecipient shall indemnify, defend, and hold harmless the State, agencies of State and all officials, Agents and employees of the State, from and against all claims for injuries or death arising out of or resulting from the performance of the subaward.

“Claim,” as used in this subaward, means any financial loss, claim, suit, action, damage, or

expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

Subrecipient's obligations to indemnify, defend, and hold harmless includes any claim by Subrecipients' Agents, employees, representatives, or any Subcontractor or its employees.

Subrecipient expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incidental to Subrecipient's or any Subcontractor's performance or failure to perform the contract. Subrecipient's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its Agents, agencies, employees and officials.

Subrecipient waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, Agents or employees.

## **25. INDEPENDENT CAPACITY OF THE SUBRECIPIENT**

The parties intend that an independent Subrecipient relationship will be created by this subaward. The Subrecipient and his or her employees or Agents performing under this subaward are not employees or Agents of the Agency. The Subrecipient will not hold himself/herself out as or claim to be an officer or employee of the Agency or of the State of Washington by reason hereof, nor will the Subrecipient make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the Subrecipient.

## **26. INDUSTRIAL INSURANCE COVERAGE**

The Subrecipient shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Subrecipient fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, Agency may collect from the Subrecipient the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Subrecipient to the accident fund from the amount payable to the Subrecipient by the Agency under this subaward, and transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Subrecipient.

## **27. INTERGRATION**

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

## **28. LICENSING, ACCREDITATION AND REGISTRATION**

The Subrecipient shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this subaward.

## **29. LIMITATION OF AUTHORITY**

Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or

condition of this subaward. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this subaward is not effective or binding unless made in writing and signed by the Agent.

### **30. NONDISCRIMINATION**

During the performance of this subaward, the Subrecipient shall comply with all federal and state nondiscrimination laws, regulations, and policies.

### **31. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

- a. Nondiscrimination Requirement. During the term of this Contract, Subrecipient, including any subcontractor, shall not discriminate on the bases enumerated at [RCW 49.60.530\(3\)](#). In addition, Subrecipient, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Subrecipient, or subcontractor, has a collective bargaining or other agreement.
- b. Obligation to Cooperate. Subrecipient, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Subrecipient, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to [RCW 49.60.530\(3\)](#).
- c. Default. Notwithstanding any provision to the contrary, DNR may suspend Subrecipient, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to [RCW 49.60.530\(3\)](#). Any such suspension will remain in place until DNR receives notification that Subrecipient, including any subcontractor, is cooperating with the investigating state agency. In the event Subrecipient, or subcontractor, is determined to have engaged in discrimination identified at [RCW 49.60.530\(3\)](#), DNR may terminate this Contract in whole or in part, and CONTRACTOR, subcontractor, or both, may be referred for debarment as provided in [RCW 39.26.200](#). Subrecipient or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Subrecipient, subcontractor, or both, shall be liable for contract 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, which damages are distinct from any penalties imposed under [Chapter 49.60, RCW](#). DNR shall have the right to deduct from any monies due to Subrecipient or subcontractor, or that thereafter become due, an amount for damages Subrecipient or subcontractor will owe DNR for default under this provision.

### **32. PRIVACY**

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this subaward shall be protected against unauthorized use, disclosure, modification or loss. Subrecipient shall ensure its directors, officers, employees, Subcontractors or Agents use personal information solely for the purposes of accomplishing the delivery of goods or rendering of services as set forth herein. Subrecipient and its Subcontractors



agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as otherwise required by law.

Any breach of this provision may result in termination of the subaward and the demand for return of all personal information. The Subrecipient agrees to indemnify and hold harmless the Agency for any damages related to the Subrecipient's unauthorized use of personal information.

### **33. PUBLICITY**

The Subrecipient agrees to submit to the Agency all advertising and publicity matters relating to this subaward wherein the Agency's name is mentioned or language used from which the connection of the Agency's name may, in the Agency's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Agency.

### **34. RECORDS MAINTENANCE**

The Subrecipient shall maintain books, records, documents, data and other evidence relating to this subaward and performance of services rendered and/or delivery of goods as 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 subaward.

Subrecipient 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 subaward, shall be subject at all reasonable times to inspection, review or audit by the Agency, personnel duly authorized by the Agency, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or subaward.

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.

### **35. REGISTRATION WITH DEPARTMENT OF REVENUE**

The Subrecipient shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this subaward.

### **36. REMEDIES:**

1. With respect to any nonconforming Deliverables, the Agency may elect to do one or more of the following:
  - a. **SPECIFIC PERFORMANCE:** If the Deliverables are unique, sole sourced, or otherwise deemed by the Agency to be unavailable elsewhere, the Agency may demand specific performance.
  - b. **COVER:** The Agency may obtain substitute Deliverables and charge the Subrecipient the difference between the cost of the substitute Deliverables and the contracted for price.
  - c. **PRICE REDUCTION:** The Agency may retain nonconforming Deliverables and equitably reduce the price of the subaward based on the difference between the contracted for price and the fair market value of the nonconforming Deliverables.

- d. RETURN: The Agency may return or set aside for pickup by the Subrecipient any nonconforming goods and terminate the subaward for cause.
2. The Subrecipient shall be liable for all compensatory, incidental and consequential damages caused by any breach of the subaward. At the sole option of the Agency, such damages may be recovered, in whole or in part, by price reduction or credit against any amounts that may be owed to the Subrecipient under the subaward.
3. The agency's total liability for all damages arising out of or related to the subaward shall in no event exceed the purchase price of the subaward. Furthermore, in the event of a termination of the subaward, the agency's total liability for all damages arising out of or related to the subaward shall not exceed the purchase price of goods delivered or services rendered prior to the effective date of the termination.
4. The rights and remedies provided by the subaward are cumulative and are not exclusive of any other or additional rights or remedies available at law and in equity.

### **37. RIGHT OF INSPECTION**

The Subrecipient shall provide right of access to its facilities to the Agency, or any of its officers, or to any other authorized Agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this subaward.

### **38. 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 subaward and prior to normal completion, the Agency may terminate the subaward under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the Agency's discretion under those new funding limitations and conditions.

### **39. SEVERABILITY**

The provisions of this subaward 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 subaward.

### **40. SITE SECURITY**

While on Agency premises, Subrecipient, its Agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

### **41. SUBCONTRACTING**

Neither the Subrecipient nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this subaward without obtaining prior written approval of the Agency. In no event shall the existence of the subcontract operate to release or reduce the liability of the Subrecipient to the Agency for any breach in the performance of the Subrecipient's duties. This clause does not include subawards of employment between the Subrecipient and personnel assigned to work under this subaward.

Additionally, the Subrecipient is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this subaward are carried forward to any subcontracts. Subrecipient and its

Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as provided by law.

#### **42. TAXES**

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Subrecipient or its staff shall be the sole responsibility of the Subrecipient.

#### **43. TERMINATION FOR CAUSE**

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

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

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

The rights and remedies of the Agency provided in this subaward are not exclusive and are, in addition to any other rights and remedies, provided by law.

#### **44. TERMINATION FOR CONVENIENCE**

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

#### **45. TERMINATION PROCEDURES**

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

The Agency shall pay to the Subrecipient the agreed upon price, if separately stated, for goods or services accepted by the Agency, and the amount agreed upon by the Subrecipient and the Agency

for (i) goods delivered or services rendered for which no separate price is stated, (ii) partially completed goods delivered or services rendered, (iii) other goods delivered or services rendered that are accepted by the Agency, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the Agency. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this subaward. The Agency may withhold from any amounts due the Subrecipient such sum as the Agent determines to be necessary to protect the Agency against potential loss or liability.

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

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

1. Stop work under the subaward on the date, and to the extent specified, in the notice;
2. 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 subaward that is not terminated;
3. Assign to the Agency, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Subrecipient under the orders and subcontracts so terminated, in which case the Agency has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the Agency and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the subaward had been completed, would have been required to be furnished to the Agency;
6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
7. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this subaward, which is in the possession of the Subrecipient and in which the Agency has or may acquire an interest.

#### **46. TREATMENT OF ASSETS**

1. Title to all property furnished by the Agency shall remain in the Agency. Title to all property furnished by the Subrecipient, for the cost of which the Subrecipient is entitled to be reimbursed as a direct item of cost under this subaward, shall pass to and vest in the Agency upon delivery of such property by the Subrecipient. Title to other property, the cost of which is reimbursable to the Subrecipient under this subaward, shall pass to and vest in the Agency upon (i) issuance for use of such property in the performance of this subaward, or (ii) commencement of use of such property in the performance of this subaward, or (iii) reimbursement of the cost thereof by the Agency in whole or in part, whichever first occurs.
2. Any property of the Agency furnished to the Subrecipient shall, unless otherwise provided herein or approved by the Agency, be used only for the performance of this subaward.

3. The Subrecipient shall be responsible for any loss or damage to property of the Agency that results from the negligence of the Subrecipient, or which results from the failure on the part of the Subrecipient to maintain and administer that property in accordance with sound management practices.
4. If any Agency property is lost, destroyed or damaged, the Subrecipient shall immediately notify the Agency and shall take all reasonable steps to protect the property from further damage.
5. The Subrecipient shall surrender to the Agency all property of the Agency prior to settlement upon completion, termination or cancellation of this subaward.
6. All reference to the Subrecipient under this clause shall also include Subrecipient's employees, Agents or Subcontractors.

#### **47. U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL**

The Agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at [U.S. Treasury Specially Designated Nationals And Blocked Persons List](#). Compliance with OFAC payment rules ensures that the Agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the Agency will download the current OFAC SDN file and compare it to Agency and statewide vendor files. In the event of a positive match, the Agency reserves the right to: (1) make a determination of “reasonability” before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the Subrecipient in writing and terminate the subaward according to the Termination for Convenience provision without making payment. The Agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

#### **48. WAIVER**

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this subaward unless stated to be such in writing and signed by authorized representative of the Agency.

#### **49. WARRANTIES**

Subrecipient warrants that all Deliverables provided under this subaward shall be fit for the purpose(s) for which intended, are merchantable, and shall conform to the requirements and specifications herein.

## EXHIBIT B

### FEDERAL SUBAWARD TERMS AND CONDITIONS

#### 1. COMPLIANCE WITH FEDERAL REGULATIONS

SUBRECIPIENT and its consultants and subcontractors shall comply with the following federal laws and regulations, whenever and wherever they are applicable. SUBRECIPIENT and its consultants and subcontractors shall timely obtain all permits and approvals necessary to lawfully implement the project. SUBRECIPIENT and its subcontractors and consultants shall include in all contracts, subcontracts, and purchase orders for this project the following list of laws and regulations and shall require compliance with such laws and requirements:

- 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) relating to non-discrimination in performance of the project and to the benefits.
- 2) Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended.
- 3) Executive Order 11246 dealing with non-discrimination in employment as amended by Executive Orders 11375.
- 4) General procurement standards in §§ 200.318 through 200.327 of the Code of Federal Regulations.

#### 2. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)

SUBRECIPIENT shall maintain current organizational information and the original Unique Entity Identifier (UEI) in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or award term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For the purposes of this agreement, System for Award Management (SAM) means the federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).

#### 3. COPYRIGHTING

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This provision includes:

- The copyright in any work developed by SUBRECIPIENT under this subaward.
- Any right of copyright to which SUBRECIPIENT purchase(s) ownership with any federal contributions.

#### 4. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL

SUBRECIPIENT shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any federal funding.

*“In accordance with federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)*

*Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.*

*To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant’s name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:*

- 1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
- 2) Fax: (833) 256-1665 or (202) 690-7442; or*
- 3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).”*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:

*“This institution is an equal opportunity provider.”*

## **5. CONFLICT OF INTEREST AND CODE OF CONDUCT**

SUBRECIPIENT covenants that no person who presently exercises any functions or responsibilities in connection with the United States Forest Service (USFS) Program has any personal financial interest, direct or indirect, in this subaward. SUBRECIPIENT further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. SUBRECIPIENT further covenants that in the performance of this subaward, no person having any conflicting interest will be employed. Any interest on the part of the SUBRECIPIENT or its employees must be disclosed to DNR.

No officer, employee or agent of the SUBRECIPIENT shall participate in the selection, award, or administration of activity funded in whole or in part with USFS funds if a conflict of interest, real or apparent, would exist, nor shall their families, or those with whom they have business ties, so benefit.

In addition to the above, no official, employee, or agent of any federal, state, or local government for the area in which the project is located, nor members of their families, nor those with whom they have business ties, have or acquire any interest, direct or indirect, in any contract or subcontract or its proceeds for work accomplished in support of this subaward, nor shall they have or acquire any

interest, direct or indirect, in the project area which would conflict in any manner or degree with the project.

## **6. LOBBYING AND LITIGATION**

SUBRECIPIENT agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. SUBRECIPIENT shall include the language of this provision in award documents for all subawards exceeding \$100,000 and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

All contracts awarded by SUBRECIPIENT shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, Sub-Recipient affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

Legal expenses required in the administration of federal programs are allowable. Legal expenses for prosecution of claims against the federal government are unallowable.

## **7. CERTIFICATION REGARDING LOBBYING**

SUBRECIPIENT certifies, to the best of their knowledge and belief, that:

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.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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.

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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **8. TRAFFICKING IN PERSONS**

- 1) Provisions applicable to a subrecipient that is a private entity.
  - a. You as SUBRECIPIENT and your employees, may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - ii. Procure a commercial sex act during the period of time that the award is in effect; or
    - iii. Use forced labor in the performance of the award or subawards under the award.
  - b. The federal awarding agency may unilaterally terminate this award, without penalty, if a SUBRECIPIENT that is a private entity:
    - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
      1. Associated with performance under this award; or
      2. Imputed to SUBRECIPIENT using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),”.
- 2) Provision applicable to a subrecipient other than a private entity. The federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
  - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
    - i. Associated with performance under this award; or
    - ii. Imputed to SUBRECIPIENT using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),”
- 3) Provisions applicable to any recipient.
  - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

- ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
  - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- 4) Definitions. For purposes of this award term:
- a. “Employee” means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - c. “Private entity”:
    - i. Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - ii. Includes:
      - 1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - 2. A for-profit organization.
  - d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

## 9. DRUG-FREE WORKPLACE

- 1) SUBRECIPIENT agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
  - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
  - b. Specify the actions SUBRECIPIENT will take against employees for violating that prohibition; and
  - c. Let each employee know that, as a condition of employment under any award, the employee:
    - i. Shall abide by the terms of the statement, and
    - ii. Shall notify SUBRECIPIENT in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
- 2) SUBRECIPIENT agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
  - a. The dangers of drug abuse in the workplace;
  - b. The established policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation and employee assistance programs; and

- d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
- 3) Without the federal Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
- 4) SUBRECIPIENT agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after SUBRECIPIENT learns of the conviction.
- 5) Within 30 calendar days of learning about an employee's conviction, SUBRECIPIENT must either
  - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
  - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a federal, state or local health, law enforcement, or other appropriate agency.

#### **10. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS**

- 1) SUBRECIPIENT may not require its employees, contractors, or second tier subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- 2) SUBRECIPIENT must notify its employees, contractors, or second tier subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
- 3) The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a federal department or agency governing the nondisclosure of classified information.
- 4) If DNR determines that SUBRECIPIENT is not in compliance with this award provision, it;
  - a. Will prohibit the subrecipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
  - b. May pursue other remedies available for the subrecipient's material failure to comply with award terms and conditions.

#### **11. ELIGIBLE WORKERS**

SUBRECIPIENT shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). SUBRECIPIENT shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

## **12. FREEDOM OF INFORMATION ACT (FOIA)**

Public access to subaward or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of federally-recognized tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

## **13. TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by federal employees is banned: a) while driving a

Government owned

vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All subrecipients, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

## **14. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM**

As a subrecipient of USDA financial assistance, you will comply with the following:

- 1) Do not discriminate against applicants for sub-grants on the basis of their religious character.
- 2) 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
- 3) Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

## **15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

SUBRECIPIENT is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- 1) procure or obtain, extend or renew a contract to procure or obtain;
- 2) enter into a contract (or extend or renew a contract) to procure; or
- 3) obtain the equipment, services or systems.

## EXHIBIT C – 2024 UCF CFA PROJECT WORK PLAN TEMPLATE

Subrecipient Organization Name: \_\_\_\_\_

2024 Community Forestry Assistance Grant (Agreement Number \_\_\_\_\_)

Period of Performance: \_\_\_\_\_

Overview: [insert narrative based on submitted proposal]

| <b>Activity 1: Title and Description</b><br><i>Example: Town Outreach and Engagement: This activity will engage with local community members to identify needs and goals of the community, analyze data from interview and survey questions, and promote Urban Forestry techniques that can be used by the communities.</i> |                                                                                                                                                                                                                                                                                                                                                         |                        |                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------------|
| <b>Task</b>                                                                                                                                                                                                                                                                                                                 | <b>Deliverable</b>                                                                                                                                                                                                                                                                                                                                      | <b>Completion Date</b> | <b>Estimated Cost</b> |
| 1.1. <i>Subcontractor skilled in public outreach to develop a survey to inquire about community goals and needs.</i>                                                                                                                                                                                                        | <i>Copy of survey developed (.pdf preferred).<br/>Documentation of payment to contractor for services rendered.</i>                                                                                                                                                                                                                                     | <i>June 1, 2025</i>    | <i>\$2,000</i>        |
| 1.2. <i>Distribute survey to community using various methods of delivery, including, but not limited to, posting on website, direct mailings, and one-on-one at public events.</i>                                                                                                                                          | <i>Report including:</i><br><ul style="list-style-type: none"> <li><i>- Link to website where survey was posted and estimated number of respondents.</i></li> <li><i>- Copy of direct mail materials and number of households reached.</i></li> <li><i>- List of community events attended and approximate number of survey respondents.</i></li> </ul> | <i>June 1, 2025</i>    | <i>\$4,580</i>        |
| 1.3.                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                         |                        | \$                    |
| 1.4.                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                         |                        | \$                    |
| <b>Activity 1 Total</b>                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                         |                        | <i><b>\$6,580</b></i> |

| <b>Activity 2: Title and Description</b><br><b>Example: City Urban Tree Inventory:</b><br><i>Update existing inventory data and collect new data throughout the city, via subcontractor.</i> |                                                                              |                     |                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|---------------------|------------------------|
| Task                                                                                                                                                                                         | Deliverable                                                                  | Completion Date     | Estimated Cost         |
| 2.1. <i>Consultant updates existing tree inventory data.</i>                                                                                                                                 | <i>GIS data and excel export of updated tree inventory.</i>                  | <i>June 1, 2025</i> | <i>\$8,000</i>         |
| 2.2. <i>Consultants collect new point-based tree inventory data and performs data analysis.</i>                                                                                              | <i>GIS data and excel export of new inventory data; results of analysis.</i> | <i>June 1, 2025</i> | <i>\$10,500</i>        |
| 2.3. <i>Consultant collects new inventory data using a sample-based approach.</i>                                                                                                            | <i>GIS data and excel export; results of analysis.</i>                       | <i>June 1, 2025</i> | <i>\$9,000</i>         |
| 2.4.                                                                                                                                                                                         |                                                                              |                     | \$                     |
| <b>Activity 2 Total</b>                                                                                                                                                                      |                                                                              |                     | <b><i>\$27,500</i></b> |

| <b>Activity 3: Title and Description</b><br><b>Example: Purchase and install street trees and irrigation:</b><br><i>Plant new street trees in suitable planting locations as determined by contractor staff. Install irrigation to support tree establishment.</i> |                                                                                                                |                     |                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|---------------------|---------------------------|
| Task                                                                                                                                                                                                                                                               | Deliverable                                                                                                    | Completion Date     | Estimated Cost            |
| 3.1. <i>Purchase and install irrigation to water new trees.</i>                                                                                                                                                                                                    | <i>Receipt of irrigation supply purchase;<br/>At least 3 photos of irrigation system installation.</i>         | <i>June 1, 2025</i> | <i>\$4,354.67</i>         |
| 3.2. <i>Purchase and install at least 35 new street trees. Trees to be at least 1.5" caliper.</i>                                                                                                                                                                  | <i>Invoice of tree purchase with tree species listed;<br/>At least 2 photos of street trees being planted.</i> | <i>June 1, 2025</i> | <i>\$8,750</i>            |
| 3.3. <i>Purchase planting supplies, including, but not limited to: Mulch, Stakes, and Ties.</i>                                                                                                                                                                    | <i>Receipt of supplies purchased showing actual costs.</i>                                                     | <i>June 1, 2025</i> | <i>\$800</i>              |
| <b>Activity 3 Total</b>                                                                                                                                                                                                                                            |                                                                                                                |                     | <b><i>\$13,904.67</i></b> |
| <b>Activities 1-3 Total</b>                                                                                                                                                                                                                                        |                                                                                                                |                     | <b><i>\$47,984.67</i></b> |

## BUDGET TEMPLATE

Budget cannot exceed \$ \_\_\_\_\_. See the Project Work Plan for activity and task descriptions.

**Table 1. Cost by Activity**

| Activities   | Personnel and Benefits | Travel    | Supplies  | Contractual | Total     |
|--------------|------------------------|-----------|-----------|-------------|-----------|
| Activity 1   | \$                     | \$        | \$        | \$          | \$        |
| Activity 2   | \$                     | \$        | \$        | \$          | \$        |
| Activity 3   | \$                     | \$        | \$        | \$          | \$        |
| <b>Total</b> | <b>\$</b>              | <b>\$</b> | <b>\$</b> | <b>\$</b>   | <b>\$</b> |

**Table 2. Cost by Line Item**

| Personnel and Benefits                                                                                                                                                                                                                         |    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| <i>Example: <b>Project Manager (\$38.54/hr)</b><br/>Primary coordinator of tree-planting community event. Work includes outreach, meeting facilitation, purchasing supplies, and preparing reports.<br/>Tasks 1.1, 1.2, 1.3, 2.1, 2.3, 3.2</i> | \$ |
| Task(s)                                                                                                                                                                                                                                        | \$ |
| Task(s)                                                                                                                                                                                                                                        | \$ |
| Travel                                                                                                                                                                                                                                         |    |
| <i>Example: <b>Travel Expenses</b><br/>Lodging and mileage (GSA standard rates).<br/>Tasks 3.1, 3.2, 3.3</i>                                                                                                                                   | \$ |
| Task(s)                                                                                                                                                                                                                                        | \$ |
| Task(s)                                                                                                                                                                                                                                        | \$ |
| Supplies                                                                                                                                                                                                                                       |    |
| <i>Example: <b>Acme supplies and rental equipment</b><br/>Supply purchases, including event space, advertising, tent, printing, and miscellaneous office supplies.<br/>Task 1.3</i>                                                            | \$ |
| Task(s)                                                                                                                                                                                                                                        | \$ |
| Task(s)                                                                                                                                                                                                                                        | \$ |





## EXHIBIT D – INVOICE TEMPLATE

|                                             |                                                                                                              |                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                |                   |
|---------------------------------------------|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| INVOICE                                     |                                                                                                              |                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                |                   |
| Agreement Number:                           |                                                                                                              |                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                |                   |
| Invoice Date:                               |                                                                                                              |                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                |                   |
| Invoice Number:                             |                                                                                                              |                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                |                   |
| From:                                       | Subrecipient<br>Organization Name<br>(of PM)<br>Subrecipient Project<br>Manager<br>Address<br>Phone<br>Email | To:                                                                                                                                                                                                                                                                                                                 | Scott Chambers<br>DNR Project Manager<br>Washington State<br>Department of Natural<br>Resources<br>1111 Washington St SE<br>Olympia, WA 98504-7013<br><a href="mailto:Scott.chambers@dnr.wa.gov">Scott.chambers@dnr.wa.gov</a> |                   |
|                                             |                                                                                                              | Brief description of costs<br>included in this invoice period.                                                                                                                                                                                                                                                      | Cost Type                                                                                                                                                                                                                      | Cost              |
| Task 1.1<br>Example:<br>Tree Planting Event |                                                                                                              | Example:<br>- Project Coordinator (25 hrs. x<br>\$22 = \$550.00)<br>- Hotel (3 nights; \$429.65;<br>Receipt attached)<br>- Mileage (50 miles x \$0.67 =<br>\$33.50)<br>- Name Tags (\$58.46; Receipt<br>attached)<br>- Seedlings (\$4,667.26;<br>Receipt attached)<br>- Set-up Crew (\$759.25;<br>Receipt attached) | Personnel &<br>Benefits                                                                                                                                                                                                        | \$550.00          |
|                                             |                                                                                                              |                                                                                                                                                                                                                                                                                                                     | Travel                                                                                                                                                                                                                         | \$161.15          |
|                                             |                                                                                                              |                                                                                                                                                                                                                                                                                                                     | Supplies                                                                                                                                                                                                                       | \$4,725.72        |
|                                             |                                                                                                              |                                                                                                                                                                                                                                                                                                                     | Contractual                                                                                                                                                                                                                    | \$759.25          |
|                                             |                                                                                                              |                                                                                                                                                                                                                                                                                                                     | <b>Subtotal Task 1.1</b>                                                                                                                                                                                                       |                   |
| Task 1.2                                    |                                                                                                              |                                                                                                                                                                                                                                                                                                                     | Personnel &<br>Benefits                                                                                                                                                                                                        | \$                |
|                                             |                                                                                                              |                                                                                                                                                                                                                                                                                                                     | Travel                                                                                                                                                                                                                         | \$                |
|                                             |                                                                                                              |                                                                                                                                                                                                                                                                                                                     | Supplies                                                                                                                                                                                                                       | \$                |
|                                             |                                                                                                              |                                                                                                                                                                                                                                                                                                                     | Contractual                                                                                                                                                                                                                    | \$                |
| <b>Subtotal Task 1.2</b>                    |                                                                                                              |                                                                                                                                                                                                                                                                                                                     | <b>\$0.00</b>                                                                                                                                                                                                                  |                   |
| Task 1.3                                    |                                                                                                              |                                                                                                                                                                                                                                                                                                                     | Personnel &<br>Benefits                                                                                                                                                                                                        | \$                |
|                                             |                                                                                                              |                                                                                                                                                                                                                                                                                                                     | Travel                                                                                                                                                                                                                         | \$                |
|                                             |                                                                                                              |                                                                                                                                                                                                                                                                                                                     | Supplies                                                                                                                                                                                                                       | \$                |
|                                             |                                                                                                              |                                                                                                                                                                                                                                                                                                                     | Contractual                                                                                                                                                                                                                    | \$                |
| <b>Subtotal Task 1.3</b>                    |                                                                                                              |                                                                                                                                                                                                                                                                                                                     | <b>\$0.00</b>                                                                                                                                                                                                                  |                   |
|                                             |                                                                                                              |                                                                                                                                                                                                                                                                                                                     | <b>Total Activity 1</b>                                                                                                                                                                                                        | <b>\$6,196.12</b> |

|                   |                                                             |                      |          |
|-------------------|-------------------------------------------------------------|----------------------|----------|
| Activity 2        | Brief description of costs included in this invoice period. | Cost Type            | Subtotal |
| Task 2.1          |                                                             | Personnel & Benefits | \$       |
|                   |                                                             | Travel               | \$       |
|                   |                                                             | Supplies             | \$       |
|                   |                                                             | Contractual          | \$       |
| Subtotal Task 2.1 |                                                             |                      | \$0.00   |
| Task 2.2          |                                                             | Personnel & Benefits | \$       |
|                   |                                                             | Travel               | \$       |
|                   |                                                             | Supplies             | \$       |
|                   |                                                             | Contractual          | \$       |
| Subtotal Task 2.2 |                                                             |                      | \$0.00   |
| Task 2.3          |                                                             | Personnel & Benefits | \$       |
|                   |                                                             | Travel               | \$       |
|                   |                                                             | Supplies             | \$       |
|                   |                                                             | Contractual          | \$       |
| Subtotal Task 2.3 |                                                             |                      | \$0.00   |
| Total Activity 2  |                                                             |                      | \$0.00   |
| Activity 3        | Brief description of costs included in this invoice period. | Cost Type            | Subtotal |
| Task 3.1          |                                                             | Personnel & Benefits | \$       |
|                   |                                                             | Travel               | \$       |
|                   |                                                             | Supplies             | \$       |
|                   |                                                             | Contractual          | \$       |
| Subtotal Task 3.1 |                                                             |                      | \$0.00   |
| Task 3.2          |                                                             | Personnel & Benefits | \$       |
|                   |                                                             | Travel               | \$       |
|                   |                                                             | Supplies             | \$       |
|                   |                                                             | Contractual          | \$       |
| Subtotal Task 3.2 |                                                             |                      | \$0.00   |
| Task 3.3          |                                                             | Personnel & Benefits | \$       |
|                   |                                                             | Travel               | \$       |

|                      |  |             |            |
|----------------------|--|-------------|------------|
|                      |  | Supplies    | \$         |
|                      |  | Contractual | \$         |
| Subtotal Task 3.3    |  |             | \$0.00     |
| Total Activity 3     |  |             | \$0.00     |
| Total Activities 1-3 |  |             | \$6,196.12 |

## EXHIBIT E – FINANCIAL HEALTH REVIEW



WASHINGTON STATE DEPARTMENT OF

# NATURAL RESOURCES

## FINANCIAL HEALTH REVIEW

The purpose of this checklist is to assist your organization in understanding the minimum requirements necessary to accept, manage, and spend federal funds as a subrecipient. The responses to this checklist are used by Washington State Department of Natural Resources (DNR) to develop monitoring and technical assistance plans for subrecipients. Any 'No' response will not automatically disqualify your entity from receiving funds from DNR. These answers will inform our monitoring approach and technical support.

A representative from your organization must review and complete the form, certifying in the last section that they have read and understand items listed in this document. Return the completed form to the designated DNR contact.

| SUBRECIPIENT INFORMATION                                                                                                                                                                                                                                                                                                                                                                                            |  |                                     |                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------|--------------------------|
| Subrecipient Organization Name                                                                                                                                                                                                                                                                                                                                                                                      |  | Subaward Number                     |                          |
| Federal Fiscal Year                                                                                                                                                                                                                                                                                                                                                                                                 |  | Federal Award Identification Number |                          |
| FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY (FFATA) DECLARATION                                                                                                                                                                                                                                                                                                                                                 |  | YES                                 | NO                       |
| 1. In your organization's preceding completed fiscal year, did your business or organization receive (a) 80 percent or more of its annual gross revenues in U.S. federal contract, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (b) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? |  | <input type="checkbox"/>            | <input type="checkbox"/> |
| 2. Does the public have access to information about the compensation of the executives in the your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986?                                                                                                      |  | <input type="checkbox"/>            | <input type="checkbox"/> |
| LEGAL                                                                                                                                                                                                                                                                                                                                                                                                               |  | YES                                 | NO                       |
| 1. My organization has never been suspended or debarred from participating in Federal assistance programs or activities as specified in Executive Orders 12549 and 12689 and 2 CFR part 180.                                                                                                                                                                                                                        |  | <input type="checkbox"/>            | <input type="checkbox"/> |
| 2. Is your organization currently, or at any point previously, involved in any civil or criminal suits?                                                                                                                                                                                                                                                                                                             |  | <input type="checkbox"/>            | <input type="checkbox"/> |
| SUBRECIPIENT MONITORING                                                                                                                                                                                                                                                                                                                                                                                             |  | YES                                 | NO                       |

|                                                                                                                                                                                    |                          |                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 1. My organization is aware that as a subrecipient, it must be monitored for financial operations (records, systems, and procedures), performance, and conformance to regulations. | <input type="checkbox"/> | <input type="checkbox"/> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|

| FINANCIAL MANAGEMENT SYSTEMS                                                                                                                                                                                                                       | YES                      | NO                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 2. Responsible parties for my organization are familiar with the Office of Management and Budget's (OMB) Uniform Administrative Requirements and the Cost Principles, as they apply to Federal grants and subawards.                               | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. My organization's accounting systems and internal policies meet the following criteria as outlined in the most current version of <a href="#">2 CFR Part 200</a> :                                                                              |                          |                          |
| a. Accurate, current, and complete disclosure of the financial results of each Agreement;                                                                                                                                                          | <input type="checkbox"/> | <input type="checkbox"/> |
| b. A procedure that identifies each funding source and establishes a separate control account for each funding source (separate checking accounts are not required);                                                                               | <input type="checkbox"/> | <input type="checkbox"/> |
| c. A method for identifying the receipts and expenditures for each funding source separately from other funding sources, and accounting records that indicate this method is being effectively followed;                                           | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Effective control over and accountability for all funds, property, and other assets to assure that all assets are used solely for authorized purposes;                                                                                          | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Comparison of actual with budgeted amounts for each Agreement;                                                                                                                                                                                  | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Accounting record entries that are supported by source documentation; i.e., entries refer to subsidiary records and documents which support the entries, such as payroll and time records, vouchers, purchase orders, invoices, warrants, etc.; | <input type="checkbox"/> | <input type="checkbox"/> |
| g. A method for accumulating and recording expenditures by budget period and cost categories provided in the approved Agreement                                                                                                                    | <input type="checkbox"/> | <input type="checkbox"/> |
| h. A procedure for authorizing expenditures, signing checks and reconciling expenditures in a timely manner that ensures the integrity of the system.                                                                                              | <input type="checkbox"/> | <input type="checkbox"/> |

| POLICY AND PROCEDURES                                                                                                                                                                                                                                                                | YES                      | NO                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 4. My organization has a written travel policy which is consistent for both internal travel and approved travel costs under the federal subaward. If no policy exists, does my organization adheres to Federal Government Travel rates and amounts. <a href="#">5 U.S.C 5701-11</a>  | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. My organization maintains written procurement procedures that comply with federal procurement standards in <a href="#">200.317</a> through <a href="#">200.327</a> . The same procedures are followed whether the procurements are with federal grant funds or non-federal funds. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. My organization maintains a property/inventory management system to track the location and value of equipment purchased with federal funds.                                                                                                                                       | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. My organization maintains a written conflict of interest policy for its employees.                                                                                                                                                                                                | <input type="checkbox"/> | <input type="checkbox"/> |

|                                                                                                                                                                                                                                                |                          |                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 8. My organization retains, or will retain, all records related to this subaward for six years in accordance with the timeframes identified in the subaward document (Exhibit A, 34. Records Maintenance).                                     | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. My organization maintains an internal policy and/or process to check the “Excluded Parties List” system for suspended or debarred sub-grantees and contractors, prior to award at <a href="https://www.sam.gov/">https://www.sam.gov/</a> . | <input type="checkbox"/> | <input type="checkbox"/> |

| AUDIT REQUIREMENTS                                                                                                                                                                                                                                                                                                                                                                                       | YES                      | NO                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 10. For the fiscal year indicated above, my organization expended \$750,000 or more in federal funding, and is required to have a single audit conducted in accordance with <a href="#">2 CFR 200.501 – Audit Requirements</a> .                                                                                                                                                                         | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. For the fiscal year indicated above, my organization expended less than \$750,000 in federal funding and is exempt from federal audit requirements for that year, except as noted in <a href="#">2 CFR 200.503</a> . My organization understands that records must be available for review or audit by appropriate officials of the federal agency, DNR, and Government Accountability Office (GAO). | <input type="checkbox"/> | <input type="checkbox"/> |

| ENTITY READINESS                                                                                                               |                                        |                                              |                                        |
|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------------------|----------------------------------------|
| Is the entity new to operating or managing federal grant funds or state contracts (or has not done so in the past five years)? | No <input type="checkbox"/>            |                                              | Yes <input type="checkbox"/>           |
| Organizational knowledge/years of experience in administering similar awards or sub-awards                                     | 5+ years <input type="checkbox"/>      | 3-5 years <input type="checkbox"/>           | < 3 years <input type="checkbox"/>     |
| Proposed subrecipient agreement amount                                                                                         | < \$30,000<br><input type="checkbox"/> | \$30,001-149,999<br><input type="checkbox"/> | \$150,000+<br><input type="checkbox"/> |

| ACKNOWLEDGEMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| I acknowledge that my organization has received this document and understands the financial management standards necessary to federal subawards. At any time in reviewing this document, in pre-award negotiations, during the post-award meeting, or at any time subsequent, if my organization has questions regarding the content presented in this checklist or related to the award, I understand that I may bring this to the attention of the DNR for clarification and that DNR staff are available to assist my organization. |        |
| Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Date:  |
| Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Title: |
| Phone Number:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Email: |

# EXHIBIT F

AD-1048

OMB No. 0505-0027



Expiration Date: 09/30/2025

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.*

**(Read instructions on page two before completing certification.)**

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE

DATE

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

### **Instructions for Certification**

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is



normally possessed by a prudent person in the ordinary course of business dealings.

- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (REV 12/22)

## EXHIBIT G – SUBCONTRACTOR INCLUSION PLAN

### For Contractors Who Plan to Use Subcontractors to Perform the Contract

|                  |                                                |
|------------------|------------------------------------------------|
| CONTRACT NUMBER: |                                                |
| CONTRACTOR:      | <hr/> Type/print full legal name of Contractor |

#### INSTRUCTIONS

1. Contractors that intend to use Subcontractors for the above referenced Contract must complete Section 1 of this Subcontractor Inclusion Plan.
2. Section 2 – Provides instructions and information regarding who must submit this Subcontractor Inclusion Plan and what is required.
3. Section 3 – Provides information on definitions of the businesses as used in this Subcontractor Inclusion Plan.

#### SECTION 1: SUBCONTRACTOR INCLUSION PLAN

Contractor shall list the anticipated small/veteran/diverse business category goals for Subcontractor participation. Contractor may list any goal amount that they feel is appropriate and attainable for them. These are aspirational goals for Contractor's use of small/veteran/diverse Subcontractors. if known, provide the name of each business in the appropriate category as they are listed in Washington's Electronic Business Solution (WEBS).

| SUBCONTRACTOR Category<br>*AS DESCRIBED BELOW                  | ANTICIPATED %<br>OF CONTRACT<br>SPEND AMOUNT<br>(DETERMINED BY<br>THE CONTRACTOR) | ANTICIPATED SUBCONTRACTOR NAMES<br>(LIST ALL IN THE APPROPRIATE BOX BELOW IF<br>KNOWN) |
|----------------------------------------------------------------|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| MINORITY-OWNED BUSINESS<br>(MBE)                               |                                                                                   |                                                                                        |
| WOMAN-OWNED BUSINESS<br>(WBE)                                  |                                                                                   |                                                                                        |
| CERTIFIED COMBINATION<br>OWNED BUSINESS (CBE)                  |                                                                                   |                                                                                        |
| CERTIFIED MINORITY WOMAN<br>OWNED BUSINESS (MWBE)              |                                                                                   |                                                                                        |
| SOCIALLY AND ECONOMICALLY<br>DISADVANTAGED BUSINESS<br>(SEDBE) |                                                                                   |                                                                                        |
| VETERAN-OWNED BUSINESS<br>(VOB)                                |                                                                                   |                                                                                        |

|                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------|
| WASHINGTON SMALL BUSINESS (SB)                                                                                                                                                                                                                                                                                                                                                                                             |  |                              |
| <p>Contractor commits to a make a genuine effort to achieve the proposed subcontract spend amounts with small/veteran/diverse Subcontractors as stated above. Contractor will develop a comprehensive outreach strategy including outreach, education/mentorship, and process changes designed to increase participation by small/veteran/diverse businesses that are registered with the State of Washington in WEBS.</p> |  |                              |
| <p>_____<br/>Contractor's Authorized Representative</p>                                                                                                                                                                                                                                                                                                                                                                    |  | <p>_____<br/>Date Signed</p> |

## SECTION 2: INFORMATION & INSTRUCTIONS FOR COMPLETING SUBCONTRACTOR INCLUSION PLAN

1. Contractors who intend to use Subcontractors must complete the Subcontractor Inclusion Plan in the form set forth above. Contractors who do not submit a Subcontractor Inclusion Plan may be precluded from utilizing Subcontractors to perform the Contract.
  - Note: Subcontractor Inclusion Plan is NOT required if Contractor does NOT intend to use Subcontractors for this Contract.
2. As part of the Subcontractor Inclusion Plan, Contractor is encouraged to include an anticipated list of small/diverse Subcontractors who may assist the Contractor in fulfilling Contractor's contractual obligations. This list should identify any Subcontractors who are small/veteran/diverse businesses as defined below.
  - Note: The businesses included in the Subcontractor Inclusion Plan are listed as examples of businesses Contractor may use as Subcontractors and does NOT obligate Contractor to utilize those specific businesses in performing the Contract. Contractor will report performance and progress to DNR as set forth in the Contract and in annual contract management meetings.
3. If the proposed Subcontractors are self-identified diverse businesses, Contractor will encourage and support efforts for their certification with the appropriate Washington State agencies.
4. The small/veteran/diverse business goals set forth herein are voluntary. Contractors will not be in breach of this Contract if the Subcontractor Inclusion Plan has a zero small/veteran/diverse business participation amount. DNR, however, encourages Contractors to be proactive in engaging small/veteran/diverse business participation.
5. Contractors who utilize Subcontractors will meet with DNR annually regarding their small/veteran/diverse business inclusion goals set forth in their Subcontractor Inclusion Plan.

## SECTION 3: SMALL/VETERAN/DIVERSE BUSINESSES DEFINITIONS

For purposes of the Contract, the below terms have the following meanings:

| BUSINESS CATEGORY                                        | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Minority-Owned Business (MBE)                            | Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a minority-owned business. See, <a href="#">RCW 39.19.120</a> and <a href="#">WAC 326-20</a> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Woman-Owned Business (WBE)                               | Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a woman-owned business. See, <a href="#">RCW 39.19.120</a> and <a href="#">WAC 326-20</a> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Combination Owned Business (CBE)                         | Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a business owned by women and minorities. See, <a href="#">RCW 39.19.120</a> and <a href="#">WAC 326-20</a> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Minority Woman Owned Business (MWBE)                     | Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a business owned by minority women. See, <a href="#">RCW 39.19.120</a> and <a href="#">WAC 326-20</a> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Socially and Economically Disadvantaged Business (SEDBE) | Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a business owned by minority who are found to be socially and economically disadvantaged on a case-by-case basis. See, <a href="#">RCW 39.19.120</a> and <a href="#">WAC 326-20</a> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Veteran-Owned Business (VOB)                             | <p>Limited to firms certified by the Washington State Department of Veterans Affairs (WDVA) as a Certified Veteran-Owned Business. See, , <a href="#">RCW 43.60A.010(7)</a> and <a href="#">RCW 43.60A.190</a>. Such firms must meet four requirements:</p> <p><b>1. 51% Ownership.</b> The firm must be at least fifty-one percent (51%) owned and controlled by:</p> <ul style="list-style-type: none"> <li>(a) A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in <a href="#">RCW 41.04.007</a>;</li> <li>(b) A person who is in receipt of disability compensation or pension from the Department of Veterans Affairs; or</li> <li>(c) An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.</li> </ul> <p><b>2. Washington Incorporation/Location.</b> The firm must be either an entity that is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.</p> |

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                 | <p><b>3. WEBS Certification.</b> The firm must have certified its Veteran-Owned Business status in Washington’s Electronic Business Solution (<a href="#">WEBS</a>).</p> <p><b>4. WDVA Certification.</b> The firm must have provided certification documentation to the WDVA and be certified by WDVA and listed as such on WDVA’s website (<a href="#">WDVA – Veteran-Owned Businesses</a>).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Washington Small Business (SB): | <p>Limited to firms that meet the following three (3) requirements:</p> <p><b>1. Location.</b> The firm’s principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm’s headquarters where business decisions are made and the location for the firm’s books and records as well as the firm’s senior management personnel.</p> <p><b>2. Size.</b> The firm must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars (\$7,000,000) annually as reported on the firm’s federal income tax return or its return filed with the Washington State Department of Revenue (WDOR) over the previous three consecutive years.</p> <p><b>3. WEBS Certification.</b> Contractor must have certified its Washington Small Business status in Washington’s Electronic Business Solution (<a href="#">WEBS</a>). See, <a href="#">RCW 39.26.010(22)</a> and <a href="#">RCW 39.26.010(13)</a>.</p> <p>Washington Small Business also includes, Minibusinesses and Microbusinesses.</p> <p>Such firms just have a small ‘size’ requirement:</p> <ul style="list-style-type: none"> <li>• Minibusiness Size Requirement: The firm must be owned and operated independently from all other businesses and have a gross revenue of at least one million dollars (\$1,000,000) but less than three million dollars (\$3,000,000) annually as reported on the firm’s federal income tax return or its return filed with the WDOR. See, <a href="#">RCW 39.26.010(17)</a>.</li> <li>• Microbusiness Size Requirement: The firm must be owned and operated independently from all other businesses and has a gross revenue of less than one million dollars (\$1,000,000) annually as reported on the firm’s federal income tax return or its return filed with the WDOR. See, <a href="#">RCW 39.26.010(16)</a>.</li> </ul> |

**A RESOLUTION of the City Council of the City of Vancouver approving a modification to a multifamily tax exemption development agreement with DST 150, LLC for an 8-year limited property tax exemption for market rate housing with a public benefit contribution, and green building elements, for the property located at 1205 Main Street, Vancouver, WA 98660 (Exhibit A).**

**Staff Report: 201-24**

**To:** Mayor and City Council  
**From:** City Manager  
**Date:** October 7, 2024

**Subject**

Resolution for 12th and Main Multi-Family Tax Exemption Modification

**Key Points**

- Applicant is requesting a minor modification to a previously approved 8-year multifamily tax exemption for construction of a 199-unit market rate apartment building in the Vancouver City Center Multi-Family Tax Exemption (MFTE) residential target area.
- The applicant is reducing the total number of units by one unit down to 198 total units.
- The remainder of the original agreement stipulations will remain unchanged.

**Strategic Plan Alignment**

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

**Present Situation**

Due to final floor plan adjustments during the building permit review process the applicant is requesting to modify the previously approved agreement and certificate dated June 26, 2023, by reducing the total units in the project from 199 to 198 units. The unit reduction is the only proposed change to the agreement. The remainder of the original agreement stipulations will remain unchanged. The project will still meet LEED gold status and provide \$750,849 towards future affordable housing projects. The project site is located at 1205 Main Street within the Vancouver City Center MFTE target area.

**Advantage(s)**

- Provides 198 multi-family units in the Vancouver City Center residential target area.
- The project will meet LEED gold
- The project will provide \$750,849 towards future affordable housing projects.

**Challenge(s)**

- Estimated value of tax exemption for all taxing districts is \$3 million.

- Estimated value of tax exemption for the City of Vancouver taxes is \$941,000.

**Budget Impact**

The residential structural portion of the property taxes will be exempt for 8 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. Following the 8-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**

Conditional MFTE certificate public hearing June 26, 2023.

**Action Requested**

Adopt a resolution authorizing the City Manager, or designee, to execute a multi-family housing limited property tax exemption certificate and take any and all action necessary to enforce the terms thereof.

**Staff Contact**

Bryan Monroe, Associate Housing Project Coordinator, [bryan.monroe@cityofvancouver.us](mailto:bryan.monroe@cityofvancouver.us)

**Attachments:**

1. 1st Amended Resolution- 12th and Main MFTE
2. 1st Amended Development Agreement
3. 12th and Main Site map -Building Rendering

[Meeting Date]

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION of the City Council of the City of Vancouver approving a modification to a multifamily tax exemption development agreement with DST 150, LLC for an 8-year limited property tax exemption for market rate housing with a public benefit contribution, and green building elements, for the property located at 1205 Main Street, Vancouver, WA 98660 (Exhibit A).

WHEREAS, the City of Vancouver desires to stimulate new construction of multi-family rental housing in specifically designated urban 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 is interested in promoting new rental housing in the Vancouver City Center target area in the City of Vancouver; and

WHEREAS, the City has, pursuant to authority granted under the Revised Code of Washington (RCW), designated specific “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, DST 150, LLC (Applicant) is interested in receiving a limited property tax exemption for constructing 198 units of new, multifamily, market-rate rental housing within the

**RESOLUTION - 1**



VCCV subarea, which is a designated “Residential Target Area” identified in Chapter 3.22 VMC;  
and,

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, with green building elements, and a proposed public benefit contribution to be constructed on property located at 1205 Main Street, Vancouver, WA 98660 (Property), tax lot 39530000; and

WHEREAS, the City has determined that the Applicant’s proposed public benefit outlined in the Development Agreement (Exhibit B) will satisfy the requirements for a Final Certificate of Tax Exemption.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. 1<sup>st</sup> Amended Agreement attached hereto as Exhibit B between DST 150, LLC and the City of Vancouver, a Washington Municipal Corporation, is approved.

Section 2. The City Manager of the City of Vancouver or his designee is authorized to execute the 1<sup>st</sup> Amended Agreement attached hereto as Exhibit B.

ADOPTED at a regular session of the Vancouver City Council this 7<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
Anne McEnerny-Ogle, Mayor

Attest:

Approved as to form:

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

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

**RESOLUTION - 2**

Resolution  
Exhibit A  
Legal Description

Tax lot 39530000:

Block 54, EAST VANCOUVER, according to the plat thereof, recorded in Volume C of Plats,  
Page 70 records of Clark County, Washington.

Resolution  
Exhibit B  
1<sup>st</sup> Amended Agreement  
1st AMENDED DEVELOPMENT AGREEMENT  
for  
MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION

THIS 1st AMENDED AGREEMENT is entered into this 7th day of October 2024, by and between DST 150 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 and the Applicant entered into a 8-year multifamily tax exemption agreement, approved by the Vancouver City Council on June 26, 2023 (the “Original MFTE Agreement”), in which the Applicant agreed to construct no fewer than 199 new market rate residential units on a property located at 1205 Main Street, Vancouver, Washington, legally described as Block 54, East Vancouver, according to the plat thereof, recorded in Volume C of Plats, Page 70 records of Clark County, Washington, incorporated herein by reference (the “Property”); and

WHEREAS, due to building plan adjustments the Applicant now desires to reduce the total number of residential units to be constructed on the Property by one unit to 198 units; and

WHEREAS, the City and the Applicant now desire to amend the Original MFTE Agreement to reduce the obligated number of new residential units from 199 units down to 198 total units.

NOW, THEREFORE, the City and Applicant mutually agree as follows:

1. Section 3 on page 2 of the Original MFTE Agreement is modified to read:  
“3. The Applicant agrees to construct on the Property 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 agreement. In no event shall such construction provide fewer than 198 new permanent multi-family residential units.”

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

2. All other terms in the Original MFTE are incorporated in full by reference and remain in full force and effect.

CITY OF VANCOUVER

DST 150, LLC

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

\_\_\_\_\_  
Scott Melton, Chief Real Estate Officer

Attest:

Approved as to form:

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

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

**RESOLUTION - 6**

**1<sup>st</sup> AMENDED DEVELOPMENT AGREEMENT  
for  
MULTI-FAMILY HOUSING LIMITED PROPERTY TAX  
EXEMPTION**

THIS 1<sup>st</sup> AMENDED AGREEMENT is entered into this 7<sup>th</sup> day of October 2024, by and between DST 150 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 and the Applicant entered into a 8-year multifamily tax exemption agreement, approved by the Vancouver City Council on June 26, 2023 (the “Original MFTE Agreement”), in which the Applicant agreed to construct no fewer than 199 new market rate residential units on a property located at 1205 Main Street, Vancouver, Washington, legally described as Block 54, East Vancouver, according to the plat thereof, recorded in Volume C of Plats, Page 70 records of Clark County, Washington, incorporated herein by reference (the “Property”); and

WHEREAS, due to building plan adjustments the Applicant now desires to reduce the total number of residential units to be constructed on the Property by one unit to 198 units; and

WHEREAS, the City and the Applicant now desire to amend the Original MFTE Agreement to reduce the obligated number of new residential units from 199 units down to 198 total units.

NOW, THEREFORE, the City and Applicant mutually agree as follows:

1. Section 3 on page 2 of the Original MFTE Agreement is modified to read:  
*“3. The Applicant agrees to construct on the Property 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 agreement. In no event shall such construction provide fewer than 198 new permanent multi-family residential units.”*

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

2. All other terms in the Original MFTE are incorporated in full by reference and remain in full force and effect.

CITY OF VANCOUVER

DST 150, LLC

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

\_\_\_\_\_  
Scott Melton, Chief Real Estate Officer

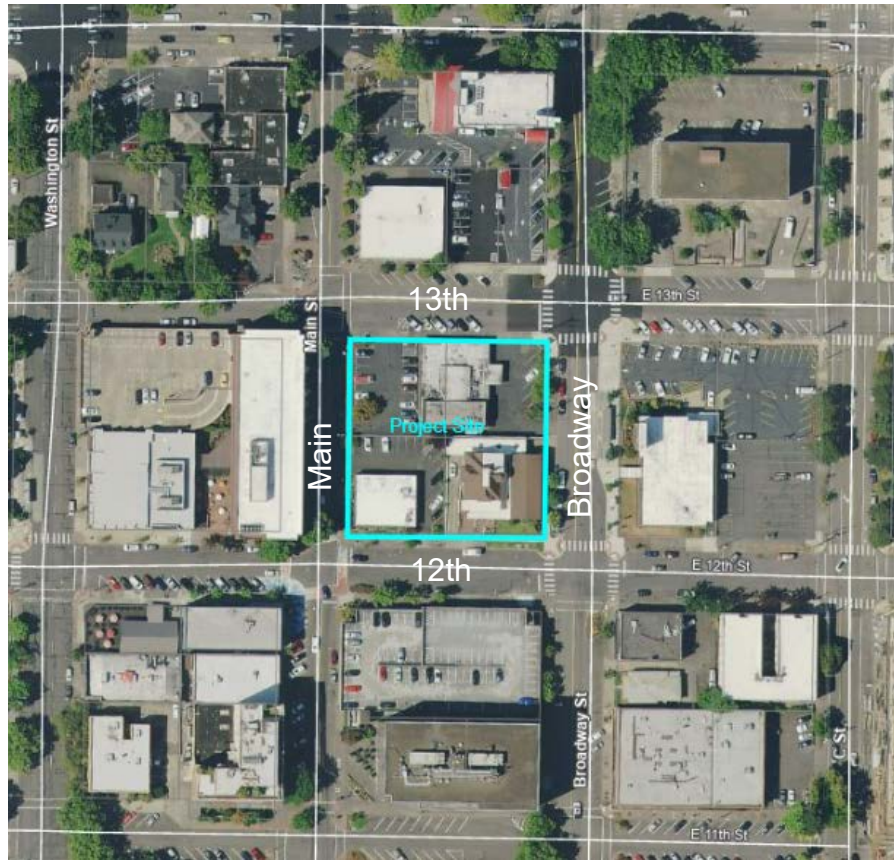
Attest:

Approved as to form:

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

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

# 12th and Main MFTE





**A RESOLUTION relating to support of an annexation request (see Exhibit “E”) using the 60% direct petition method pursuant to RCW 35.13.125; establishing the geographic extent, determining the comprehensive plan and land use designations, and determining whether the property owners will assume all or any portion of existing City indebtedness for the proposed annexation area.**

**Staff Report: 202-24**

**To:** Mayor and City Council  
**From:** City Manager  
**Date:** October 7, 2024

**Subject**

Resolution for Vancouver Housing Authority Annexation-121st Avenue / 65th Street

**Key Points**

- Vancouver Housing Authority requests to annex two parcels into the City of Vancouver as part of a phased affordable housing project.
- The annexation parcels are approximately 3.17 acres, located on the east side of the intersection of 121st Avenue and 65th Street.
- Vancouver Housing Authority owns adjacent parcels already within the City Limits and wants to develop the properties under the same regulatory jurisdiction.
- Annexation area will include abutting right-of-way within 121st Avenue and 65th Street.

**Strategic Plan Alignment**

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

**Present Situation**

City staff has received a notice of intent to annex from a singular property owner. The subject site is located on the east side of the intersection of 65<sup>th</sup> Street and 121<sup>st</sup> Avenue. The site is 3.17 acres in size (excluding right-of-way area) and is vacant. Surrounding uses include commercial uses to the east and west and vacant commercial land to the south and north. The applicant owns two abutting parcels that are already within the City limits and intends to develop the subject parcels and surrounding properties with multifamily residential development. The applicant desires to plan, permit and develop the sites through one jurisdiction.

The proposed annexation will use the “direct petition” annexation method under RCW 35.13.125. This annexation process requires two separate meetings with City Council. The first is a meeting at which council votes on a Resolution to allow the annexation process to proceed. The first annexation resolution meeting will present three specific criteria for Council to consider:

1. The physical boundary of the annexation area.
2. The proposed Comprehensive Plan and zoning designations for the annexed area.
3. Whether to require the applicant to assume any City indebtedness.

If this resolution is passed by Council, the second meeting will include a vote on approval of the annexation ordinance and setting an effective date for the annexation.

#### **Annexation Boundary**

The boundary of the annexation area is specifically delineated in the legal description, Exhibit A, and shown graphically in Exhibit B. The City will annex abutting right of way in 121st Avenue and the dedicated right-of-way in 65th Street.

The current service providers for the annexation boundary area include:

- Fire District 5 (currently serviced by Vancouver Fire Department)
- Vancouver water district (will remain)
- Vancouver Sewer district (will remain)
- Clark County Park District 5 (will change to City Park District C)
- Clark County Sheriff's Office (will change to Vancouver Police Department)
- Development review/ permits (will change to City of Vancouver)

#### **Comprehensive Plan and zoning designations**

The applicant is not seeking to change the Comprehensive Plan designation or zoning designation beyond what is prescribed in the County to City conversion chart in VMC 20.230.030 B. As indicated in the chart, the site will convert from a Clark County Comprehensive Plan designation of Commercial (C) to a City of Vancouver designation of Commercial (COM), as depicted in exhibit "C", and the zoning designation will convert from a Clark County General Commercial (GC) zoning district to a City of Vancouver General Commercial (CG) district as depicted in exhibit "D".

#### **Assumption of Indebtedness**

The annexation statutes authorize city councils to require property in an area being annexed to assume a pro rata share of the city's outstanding indebtedness that had been approved by the voters, incurred prior to the date of annexation. In this case, the City Finance Director confirmed that there is not any City indebtedness to pass on to the annexation applicant.

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

1. Facilitates a property owner annexation request.
2. Supports development of new, affordable, multifamily residential uses within the City.
3. Future development will be subject to City land use, engineering, and building regulations and will develop to appropriate urban standards.
4. The City will receive any permitting and development impact fees resulting from the future site development.
5. The City will receive any related construction sales taxes resulting from the future site development.

#### **Challenge(s)**

None

#### **Budget Impact**

The annexation will include a very small portion of right-of-way requiring maintenance responsibility. Police and fire service will be minimally expanded.

**Prior Council Review**

None

**Action Requested**

Approval of resolution to proceed with the annexation process by setting the annexation boundary, establishing the Comprehensive Plan and zoning designations for the properties upon annexation, and determining any indebtedness to be assumed by the applicant.

**Staff Contact**

Bryan Monroe, Associate Housing Project Coordinator, [bryan.monroe@cityofvancouver.us](mailto:bryan.monroe@cityofvancouver.us)

**Attachments:**

1. VHA Annexation- Council Presentation
2. Resolution-VHA 121st Ave Annexation



CITY OF  
**Vancouver**  
WASHINGTON

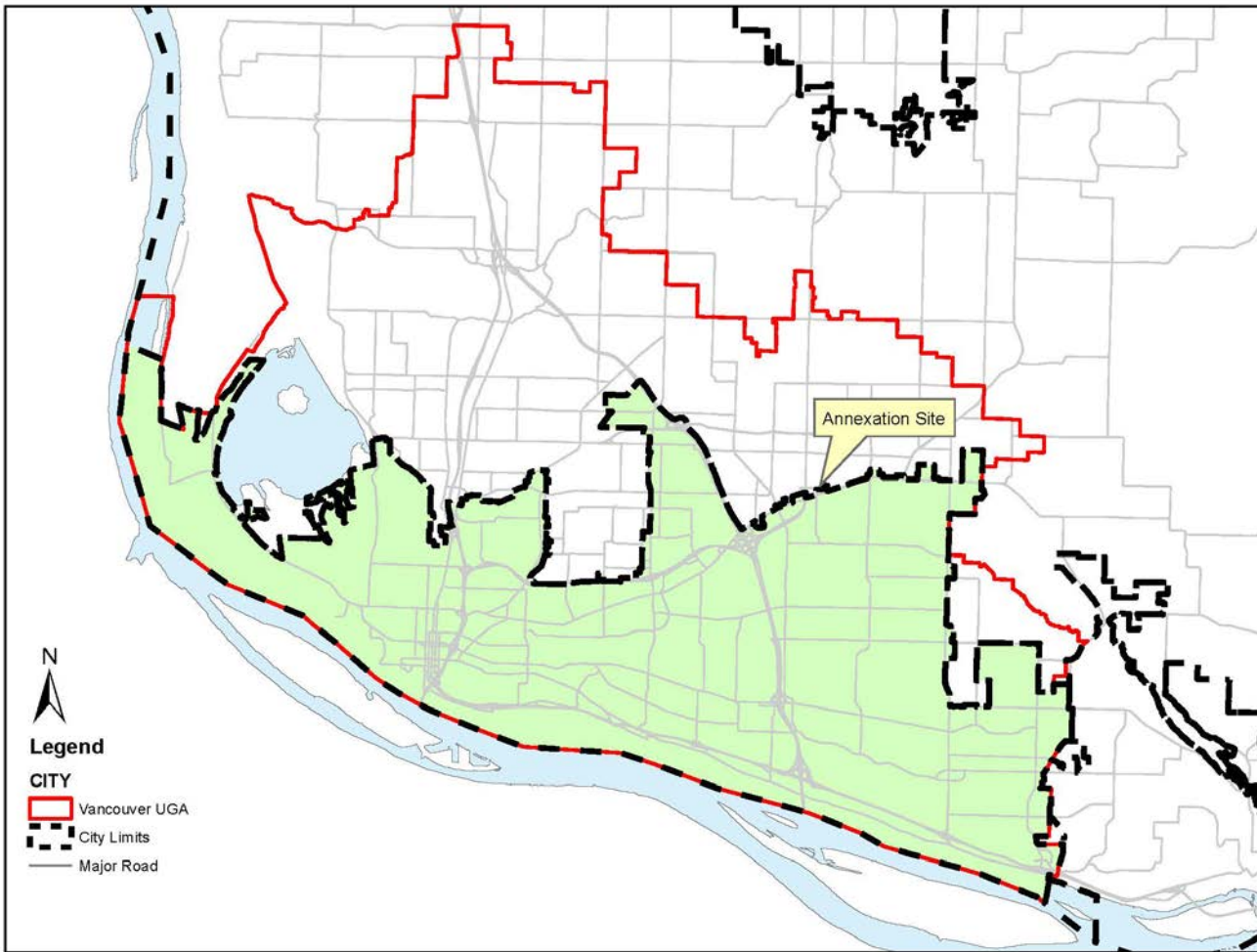
# Vancouver Housing Authority Annexation 121<sup>st</sup> Ave

**Bryan Monroe**

Associate Housing Coordinator  
Economic Prosperity and Housing  
October 7, 2024

# Annexation Process

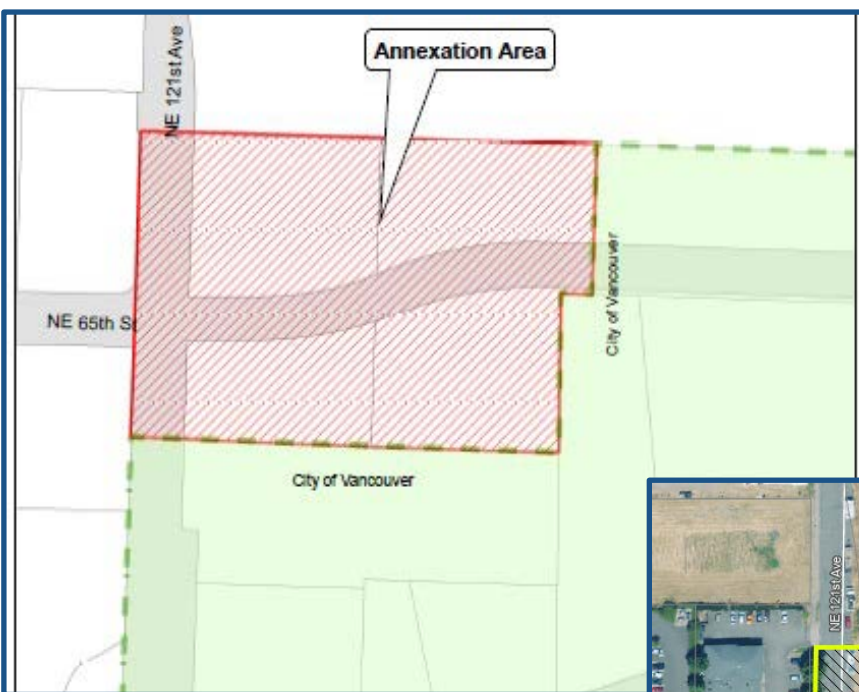
- Direct Petition Annexation Method
- Initial 10% ownership resolution
  - Determine Geographic Area
  - Determine Comprehensive Plan and Zoning Designations
  - Determine Assumption of Indebtedness





# Vicinity Location

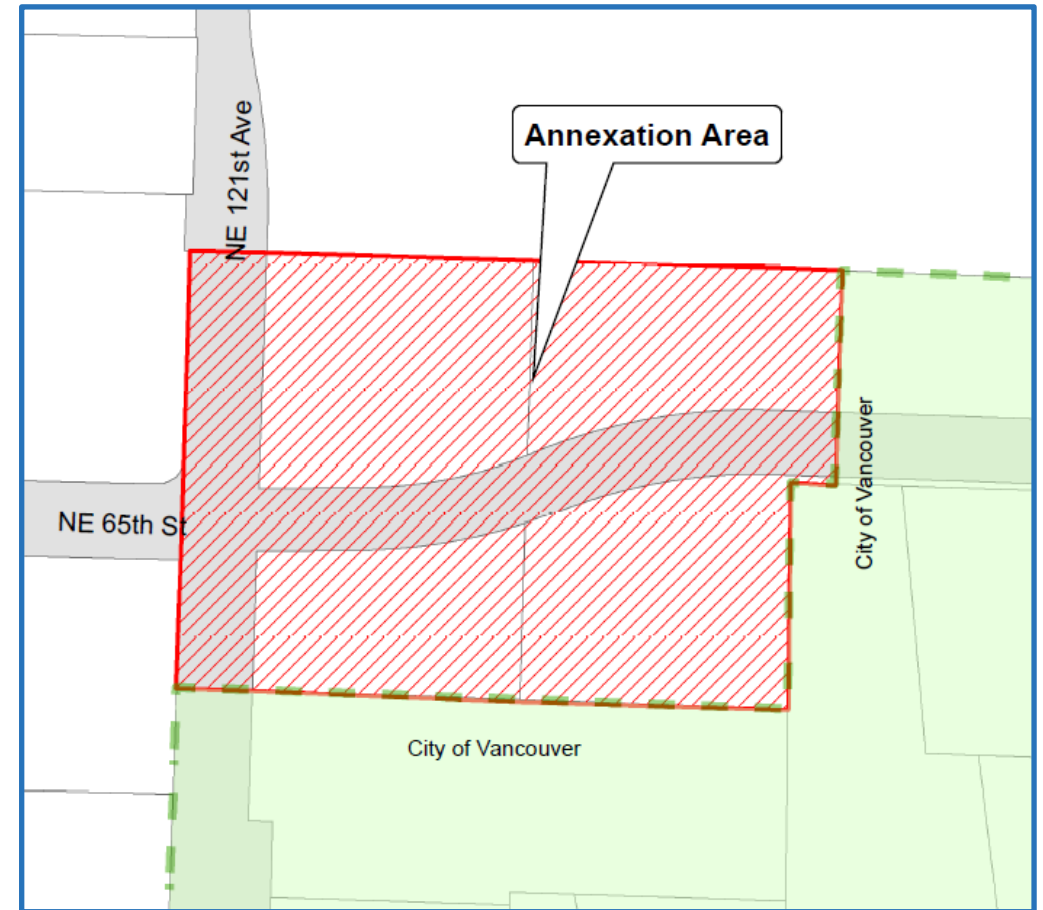
121<sup>st</sup> Ave / 65<sup>th</sup> Street



# Resolution Criteria:

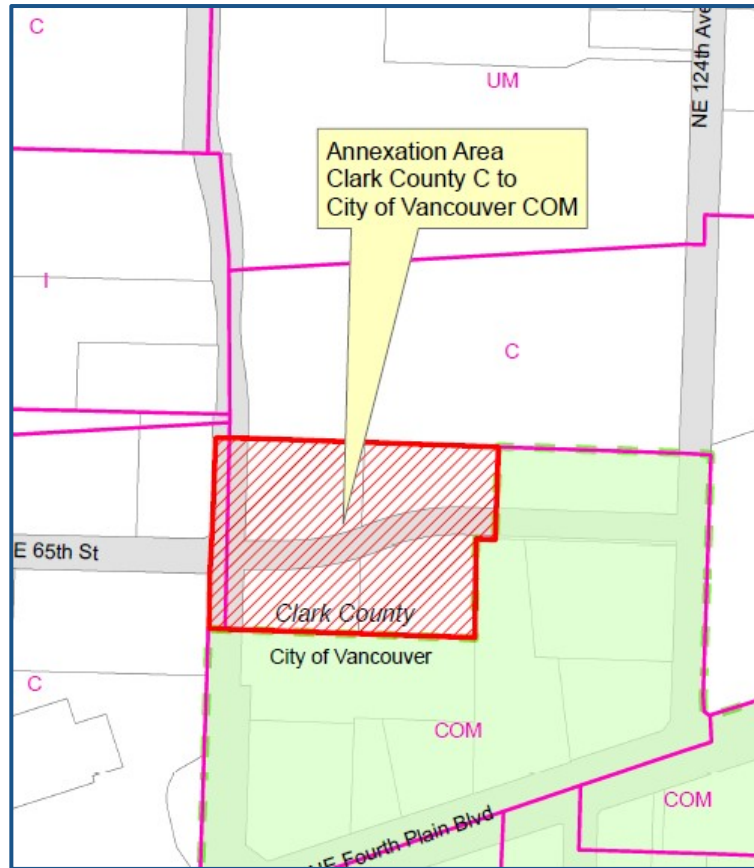
## Geographic Area

- Two tax parcels
- 3.17 acres
- 121<sup>st</sup> Ave right of way to be included
- 65<sup>th</sup> Street right of way to be included

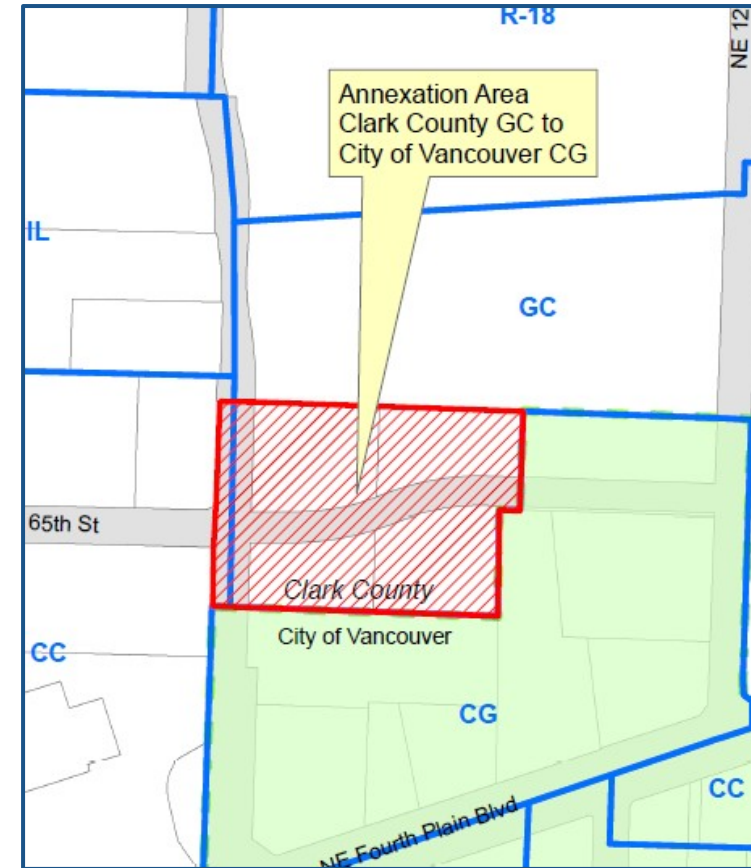


# Resolution Criteria:

## Comprehensive Plan & Zoning Designation



Comp Plan  
C to COM



Zoning  
GC to CG



# Resolution Criteria:

## Assumption of Indebtedness

- No pre-existing debt to pass on to the annexing property owner



# Next Steps



**Initial Meeting**  
**10-7-24**



**Petition**  
**Certification**



**Ordinance**  
**Hearing**



**Set Effective**  
**Date**

# Requested Action

Adopt the resolution to proceed with the VHA 121<sup>st</sup> Avenue annexation request.



# Questions / Discussion



[bryan.monroe@cityofvancouver.us](mailto:bryan.monroe@cityofvancouver.us)



10/07/2024

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION relating to support of an annexation request (see Exhibit “E”) using the 60% direct petition method pursuant to RCW 35.13.125; establishing the geographic extent, determining the comprehensive plan and land use designations, and determining whether the property owners will assume all or any portion of existing City indebtedness for the proposed annexation area.

WHEREAS, pursuant to RCW 35.13.005, no city located in a county in which urban growth areas have been designated under RCW 36.70A.110 may annex territory beyond an urban growth area; and

WHEREAS, pursuant to chapter 36.70A RCW, the City has an urban growth area designated under the Growth Management Act; and

WHEREAS, the proposed annexation area, located at the east side of the intersection of 65<sup>th</sup> Street and 121<sup>st</sup> Avenue, Vancouver, WA 98682 (Tax lot IDs 158337000 and 158369000), is within Vancouver’s urban growth boundary and is contiguous to the City along the southern and eastern property lines of said tax lots. The legal description of the proposed annexation area is set forth in Exhibit “A” to this Resolution.; and

WHEREAS, pursuant to RCW 35.13.125, the owners of the subject property notified the City, on August 27, 2024, of their intent to commence annexation proceedings through submittal of initiation petitions equaling 100% of the assessed valuation of the proposed annexation area; and

**RESOLUTION - 1**

WHEREAS, pursuant to RCW 35.13.125, the Vancouver City Council scheduled within 60 days of receipt and advertised a public meeting with the City Council and the interested parties to decide whether to accept, reject or geographically modify the proposed annexation area; whether to require simultaneous adoption of Comprehensive Plan and land use zoning designations as provided for in VMC 20.230.030; and whether to require assumption of all or any portion of the existing City indebtedness by the area to be annexed; and

WHEREAS, the subject 3.17-acre site is currently within the City's urban growth area and is adjacent to the City limits as shown in Exhibit "B" to this Resolution; and

WHEREAS, the annexation will also include road right-of-way abutting the annexing properties in NE 121<sup>st</sup> Avenue and NE 65<sup>th</sup> Street as shown in Exhibit "B to this Resolution"; and

WHEREAS, the site is currently designated as Commercial (C) in Clark County for Comprehensive Plan and General Commercial (GC) for zoning; using the straight conversion under VMC 20.230.030 (B), the proposed annexation site would convert to the City's corresponding Commercial (COM) Comprehensive Plan designation and General Commercial (CG) as depicted in exhibits "C" and "D" to this Resolution; and

WHEREAS, The City Finance Department has determined there is no existing indebtedness for the annexation area.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

**RESOLUTION - 2**

Section 1. Pursuant to chapter 35.13 RCW, and as discussed in the associated Staff Report, the proposed annexation area is 3.17 acres (excluding right-of-way) of unincorporated land located within Vancouver’s urban growth boundary and is contiguous to the City along the southern and eastern property lines of the subject properties. The legal description of the proposed annexation area is set forth in Exhibit “A” to this Resolution. A map of the proposed annexation area is set forth in Exhibit “B” to this Resolution.

Section 2. City Council hereby supports the proposed annexation.

Section 3. Pursuant to VMC 20.230.030(C) and VMC 20.285.070, a land use plan will be adopted, to become effective in the event the subject property is annexed by the City.

Section 4. Currently there is no City indebtedness for the annexation area to assume; therefore, assumption of existing debt is not required.

Section 5. This Resolution shall become effective immediately upon adoption and, as provided in RCW 35.13.125, is not subject to appeal.

Signed this 7<sup>th</sup> day of October 2024.

---

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

---

Natasha Ramras, City Clerk

---

Jonathan Young, City Attorney

**RESOLUTION - 3**

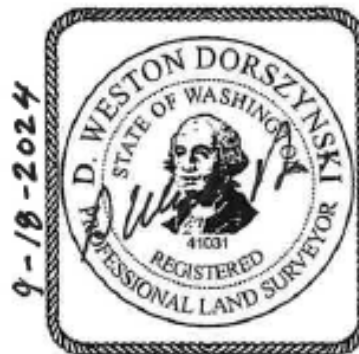
## Exhibit A: Legal Description

### LEGAL DESCRIPTION

A tract of land lying within the John Bird DLC, in the Northeast 1/4 of the Southwest 1/4, and the Northwest 1/4 of the Southeast 1/4 of Section 10, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington said tract being more particularly described as follows:

Beginning at an iron rod with a plastic cap at the centerline of NE 121<sup>st</sup> Avenue and the easterly extension of the south line of Orchards Town Center Phase IV, as shown in said subdivision, recorded in Book 310, Page 665, records of Clark County, WA; thence west along said extension of the south line of said subdivision 30' to the west right-of-way line of NE 121<sup>st</sup> Avenue; thence north along said right-of-way line 84' more or less to the present City of Vancouver boundary as described in Ordinance M-3821, said point being the True Point of Beginning; thence easterly along said present boundary of the City of Vancouver and along the easterly extension of, and the south boundary of Parcel 2, to the southeast corner of Parcel 2, described in Exhibit "A" of Statutory Warranty Deed 6032812; thence continuing northerly, including crossing NE 65<sup>th</sup> Street, along the east line of Parcel 2 as described in said Statutory Warranty Deed and the present City of Vancouver boundary to the northeast corner of said Parcel 2; Thence leaving the present City of Vancouver boundary, westerly along the north line of said Parcel 2 and the westerly extension of said north line to the west right-of-way line of NE 121<sup>st</sup> Avenue; Thence southerly along said right-of-way line to the present City of Vancouver boundary and the True Point of Beginning.

Contains 4 Acres more or less



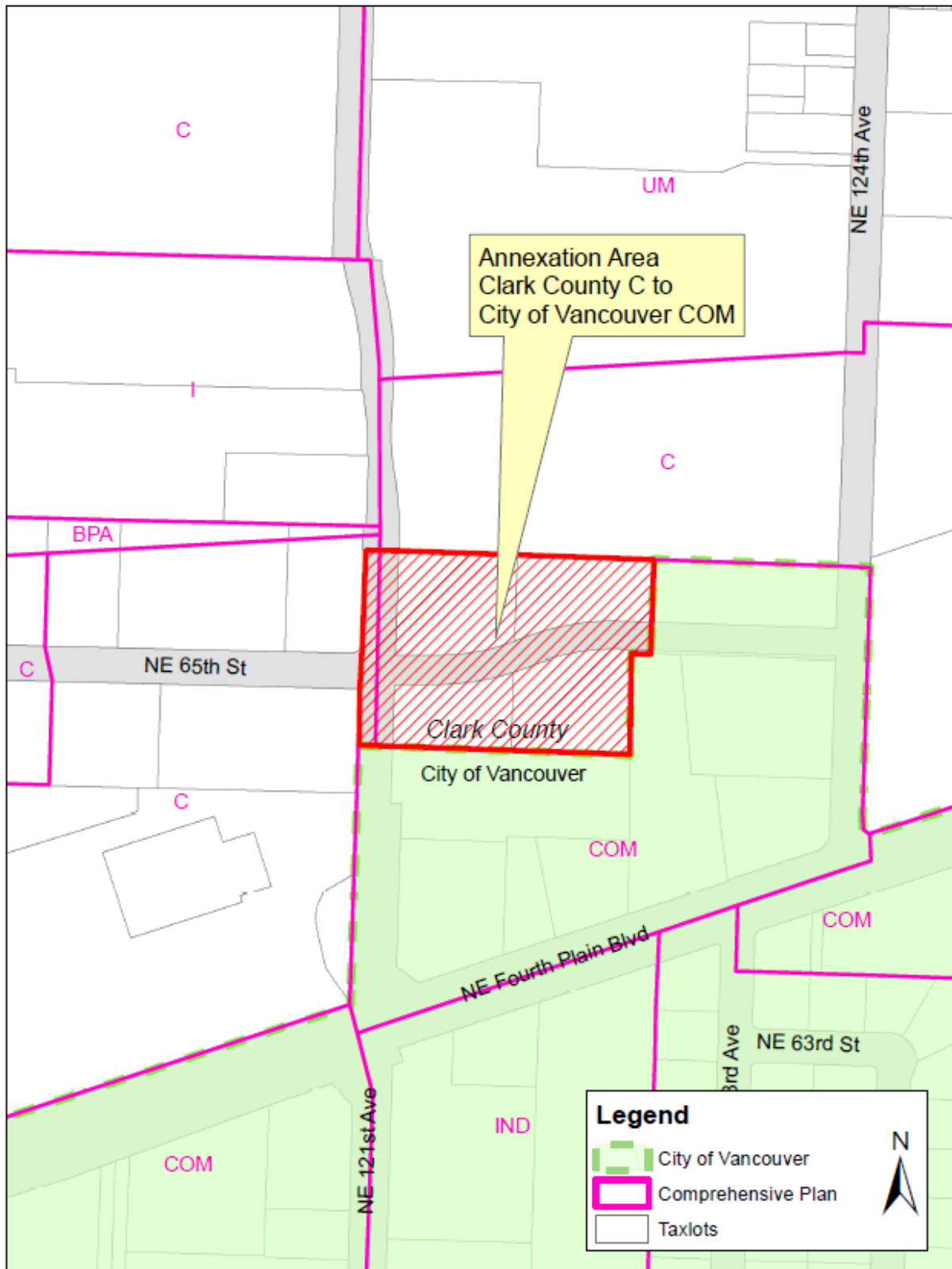


## Exhibit B: Annexation Boundary

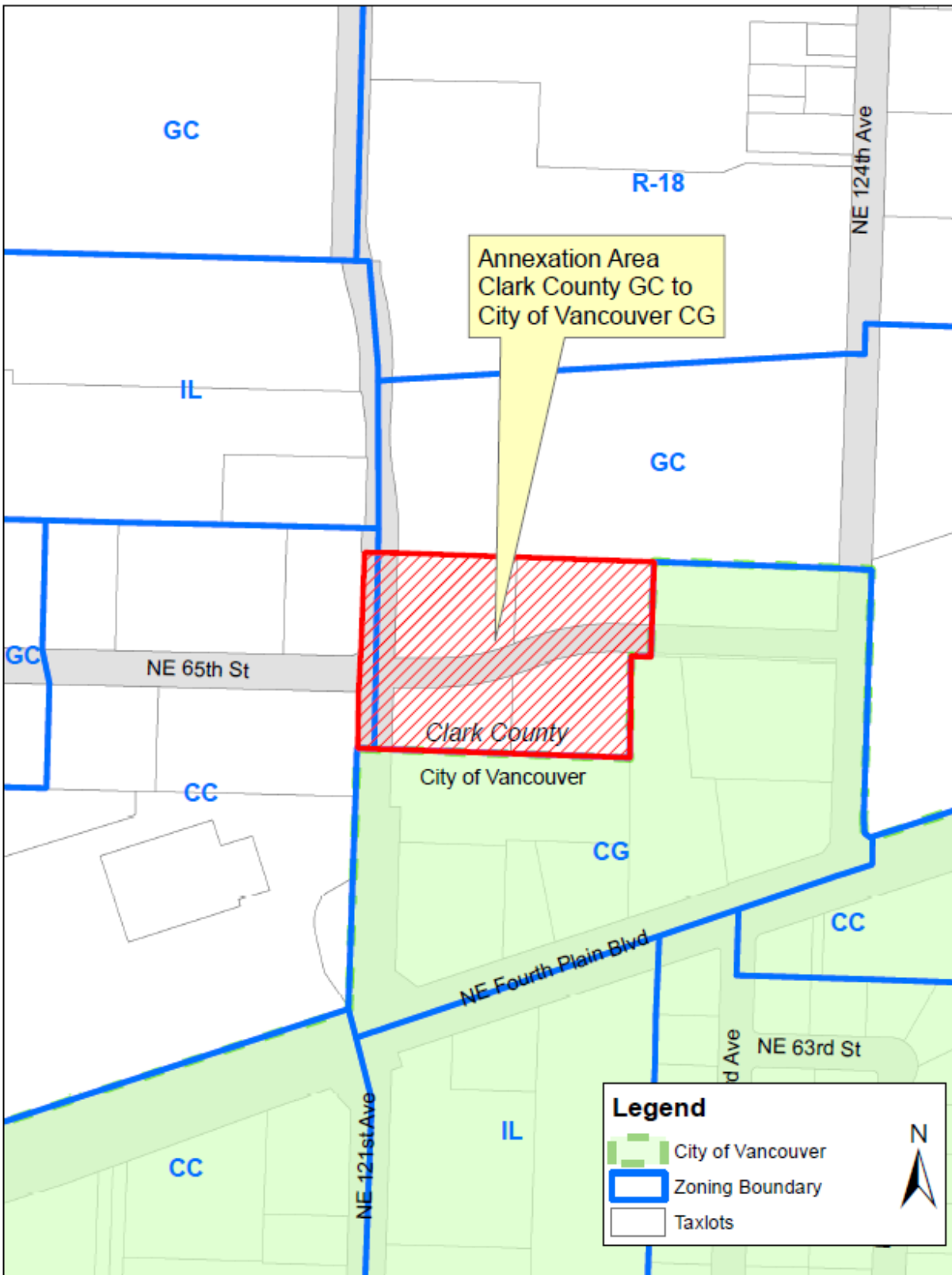


**RESOLUTION - 5**

## Exhibit C: Comprehensive Plan



## Exhibit D: Zoning



## Exhibit E: Notice of Intent Annex

### NOTICE OF INTENT TO COMMENCE ANNEXATION PROCEEDINGS TO THE CITY OF VANCOUVER WASHINGTON

**TO:** Honorable Mayor McEnerny-Ogle and City Council of Vancouver, Washington  
P.O. Box 1995  
Vancouver WA 98668

This is a Notice of Intent, submitted to the City Council of Vancouver, Washington, that states the undersigned property owner request that City Council commence annexation proceedings to annex certain property to the City of Vancouver.

This Notice of Intent is presented on behalf of the undersigned property owner who owns real property in the unincorporated Vancouver Urban Growth Area, which is adjacent and contiguous to the City of Vancouver, Washington, and which is legally described in **Exhibit A**. The parties to this Notice of Intent to commence annexation proceedings request annexation of parcels as shown on the map provided as **Exhibit B**. The area proposed to be annexed is approximately **3.17 acres** in size. The undersigned owns more than ten percent of the assessed value of the total area as shown in the database provided as **Exhibit C**. This meets the requirements of RCW 35.13.125, the statute under which this Notice of Intent is filed. The City Council of the City of Vancouver, Washington, is hereby requested to proceed under RCW 35.13.125 and to schedule a public meeting to be held within sixty days after the filing of the Notice of Intent and to determine the following:

1. Whether the City of Vancouver will accept this proposed annexation as defined in **Exhibit A** and shown in **Exhibit B**; and,
2. Whether City of Vancouver shall require the simultaneous adoption of comprehensive plan and land use zoning designations; and,
3. Whether the City of Vancouver shall require the assumption of all or any portion of the existing City indebtedness by the area to be annexed.

The undersigned property owners hereby request the following:

1. That the City of Vancouver accept the proposed annexation as defined in **Exhibit A** and shown in **Exhibit B**; and,
2. That the City of Vancouver shall simultaneously adopt the most similar comprehensive plan of **COM (Vancouver Comprehensive Plan, 2011-2030)** and land use zoning designation **General Commercial** as provided for by Clark County and as defined in VMC Table 20.230.030.1; and,
3. That the City of Vancouver shall not require the assumption of any portion of the existing City indebtedness by the area to be annexed.

Dated this 1<sup>ST</sup> day of AUGUST, 2024

AS  
(Signature)

ANDY SILVER  
(Print Name)

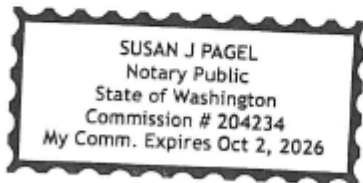
STATE OF WASHINGTON     )  
                                          )     SS  
COUNTY OF CLARK         )

I hereby certify that I know or have satisfactory evidence that ANDY SILVER  
(Print Name)

signed this instrument, on oath stated that he is authorized to execute the instrument as a

**CEO of the Housing Authority of the City of Vancouver**

and acknowledge it to be his free and voluntary act of such party for uses and purposes mentioned in the instrument.



Susan J. Pagel  
(Signature of Notary)

Susan J. Pagel  
(Print Name of Notary)

My Appointment Expires: 10/02/2026  
Notary Public for the State of Washington

**EXHIBIT A  
LEGAL DESCRIPTION**

**Taxlots #158337000 & 158369000**

A PARCEL OF PROPERTY IN SECTION 10, TOWNSHIP 2 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, LYING WITHIN THE JOHN BIRD DONATION LAND CLAIM, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE JOHN BIRD DONATION LAND CLAIM; THENCE SOUTH 01°53'00" WEST ALONG THE EAST LINE OF SAID BIRD DONATION LAND CLAIM A DISTANCE OF 2378.61 FEET; THENCE NORTH 88°07'00" WEST 1760.00 FEET TO THE SOUTHWEST CORNER OF THAT TRACT CONVEYED TO JOSEPH R. MORRISON BY DEED RECORDED IN BOOK 27 AT PAGE 342 OF CLARK COUNTY RECORDS; THENCE NORTH 01°53'00" EAST ALONG THE WEST LINE OF SAID MORRISON TRACT 52.62 FEET TO THE NORTH LINE OF NE FOURTH PLAIN BLVD., SAID POINT BEING 50.00 FEET NORTHWEST FROM THE CENTERLINE OF SAID NE FOURTH PLAIN BLVD AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE; THENCE CONTINUING NORTH 01°53'00" EAST ALONG SAID WEST LINE 405.97 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 01°53'00" EAST ALONG THE WEST LINE OF AFORESAID MORRISON TRACT A DISTANCE OF 400.51 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 88°07'00" EAST ALONG THE NORTH LINE OF SAID MORRISON TRACT A DISTANCE OF 511.77 FEET TO THE NORTHWEST CORNER OF THE EAST 5 ACRES CONVEYED TO EARL AND GRACE RASMUSEN BY DEED RECORDED UNDER AUDITOR'S FILE NO. F 99724 OF CLARK COUNTY RECORDS; THENCE SOUTH 02°03'09" WEST ALONG THE WEST LINE OF SAID RASMUSEN TRACT A DISTANCE OF 169.71 FEET TO THAT LINE AS ESTABLISHED BY SUPERIOR COURT CASE NO. 36494; THENCE NORTH 87°57'07" WEST ALONG SAID LINE A DISTANCE OF 29.50 FEET; THENCE SOUTH 00°54'22" WEST ALONG AFORESAID LINE A DISTANCE OF 331.23 FEET TO THE NORTHEAST CORNER OF THAT TRACT CONVEYED TO JACK F. AND BETTY RAE WATSON, BY DEED RECORDED UNDER AUDITOR'S FILE NO. 8012100052, CLARK COUNTY RECORDS; THENCE NORTH 88°02'28" WEST ALONG SAID WATSON TRACT AND THE WESTERLY EXTENSION THEREOF 218.60 FEET TO THE EAST LINE OF THE WEST 5 ACRES OF SAID MORRISON TRACT; THENCE SOUTH 01°53'00" WEST A DISTANCE OF 6.90 FEET TO THE NORTHEAST CORNER OF LOT 1 OF ORCHARDS TOWN CENTER PHASE II, AS RECORDED IN BOOK 3 OF PLATS, AT PAGE 254, CLARK COUNTY RECORDS; THENCE NORTH 88°07'00" WEST ALONG THE NORTH LINE OF SAID LOT 1 AND ITS WESTERLY EXTENSION, A DISTANCE OF 268.83 FEET TO THE WEST LINE OF SAID MORRISON TRACT; THENCE NORTH 01°53'00" EAST ALONG SAID WEST LINE A DISTANCE OF 106.90 FEET TO THE TRUE POINT OF BEGINNING.

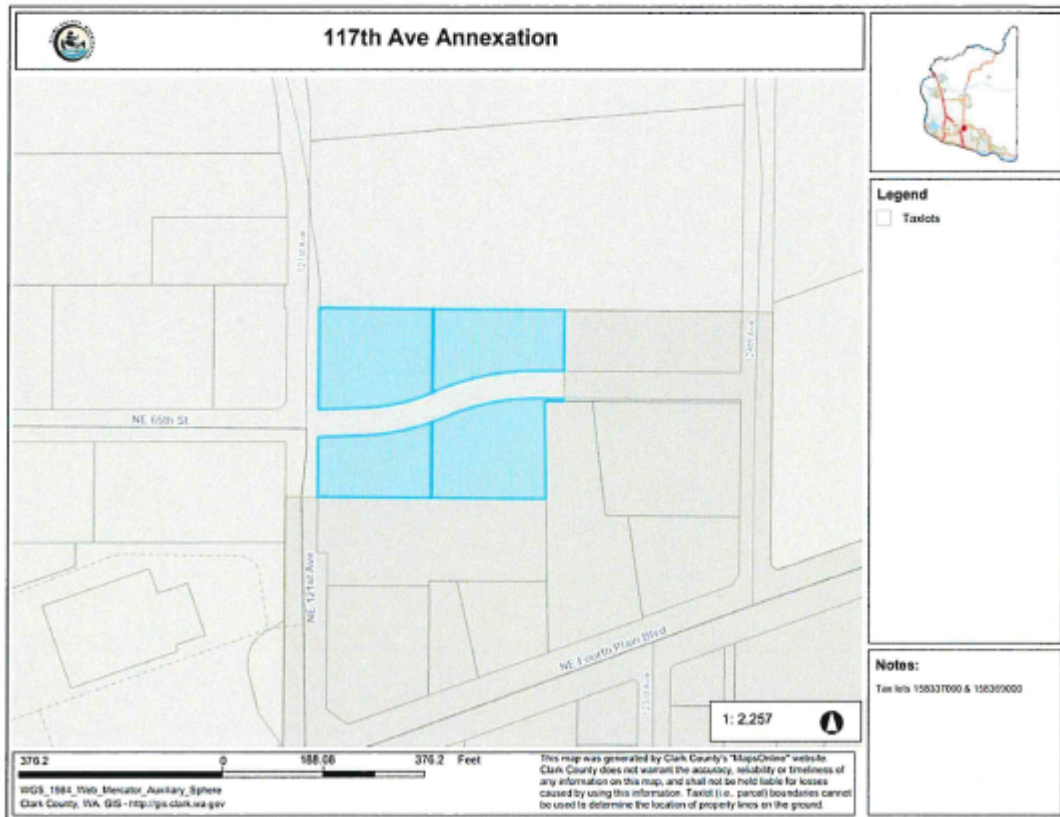
EXCEPTING THEREFROM ANY PORTION LYING WITHIN NE 121ST AVENUE.

EXCEPT ANY PORTION THEREOF CONVEYED TO CLARK COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NO. 9308230012.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO NORTH PACIFIC UNION CONFERENCE ASSOCIATION OF SEVENTH- DAY ADVENTISTS UNDER AUDITOR'S FILE NO. 3894387.

EXCEPT THE PORTION CONVEYED TO CLARK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON AS RECORDED IN DEED UNDER RECORDING 4574081.

# EXHIBIT B PARCEL MAP



**EXHIBIT C**  
**Property Value**  
**117<sup>th</sup> Ave ANNEXATION**

Current Owners constitute 100% ownership of proposed annexation area.

| OWNERSHIP LIST                                | SERIAL NUMBER | AREA                      | 2023 TAX VALUE |
|-----------------------------------------------|---------------|---------------------------|----------------|
| HOUSING AUTHORITY OF THE<br>CITY OF VANCOUVER | 158369000     | 76,230 sf /<br>1.75 acres | \$250,470.00   |
| HOUSING AUTHORITY OF THE<br>CITY OF VANCOUVER | 158337000     | 61,855 sf /<br>1.42 acres | \$546,101.00   |



**To:** Mayor and City Council

**From:**

**Date:** October 7, 2024

**Subject**

Aviation Advisory Committee Appointment

**Present Situation**

The Aviation Advisory Committee is appointed by the Vancouver City Council 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 Pearson Field Airport (101 East Reserve Street Vancouver, WA 98661) and other aviation-related issues affecting the airport and the City of Vancouver.

Council Subcommittee 1 recently interviewed candidates for this commission and recommends the mid-term appointment of Sara Baker with terms effective immediately and expiring May 15, 2025.

**Action Requested**

Appointment of Sara Baker to the Aviation Advisory Committee for a term beginning immediately and expiring December 15, 2025.

Council Subcommittee 1

**Attachments:**

1. Appointment Letter\_Sara Baker
2. AAC Roster\_Aug 2024
3. Sarah Baker\_AAC
4. Sara Baker\_Appointment Memo



9/19/2024

Sara Baker  
6315 N. Depauw St.  
Portland, Or 97203

Dear Sara Baker ,

Thank you for your interest in serving on a City of Vancouver advisory committee. The success of local government depends on the participation of residents like you who volunteer their time and energy to serve in such capacities.

This letter confirms your appointment to the Aviation Advisory Committee for a term beginning October 7, 2024 and expiring May 15, 2025. Angie Mcburney (angie.mcburney@cityofvancouver.us) and Guy Lennon (guy.lennon@cityofvancouver.us) support this board. Angie Mcburney or Guy Lennon will be reaching out to you soon to coordinate onboarding and orientation the committee.

The State of Washington's 2014 "Open Government Trainings Act" requires that people filling certain elected and appointed government positions receive training on the State's Public Records Act and the Open Public Meetings Act within 90 days of being elected or appointed. This law applies to volunteers who serve on the City of Vancouver's Boards, Commissions, Task Forces and Advisory Committees. To comply with this training requirement, please go to <https://www.cityofvancouver.us/city-managers-office/open-government-training/>, view Lessons 1-3 and complete the section at the bottom of the page acknowledging that you have reviewed the material.

On behalf of the Vancouver City Council, I would like to thank you for your interest in serving on the Aviation Advisory Committee. Your contribution to the community is appreciated and we look forward to working with you.

Sincerely,

Anne McEnery-Ogle  
Mayor

Cc: Board/Commission Staff  
CMO Staff, Boards & Commissions

## Aviation Advisory Committee

| Position | Term       | Name & Address                                                                              | Phone                        |
|----------|------------|---------------------------------------------------------------------------------------------|------------------------------|
| 1        | 07-01-2024 | Shon Lindley<br>18118 SE 36th St, Vancouver, WA 98660<br>shon.lindley@roconstruction.com    | 360-771-8900                 |
| 2        | 07-01-2024 | Joe Ong<br>2933 N McCanta Way, Ridgefield, WA 98642<br>joeaok@gmail.com                     | 408-799-8183                 |
| 3        | 05-16-2024 | Laura Krueger<br>10606 NW 36th Ave, Vancouver, WA 98685<br>laura.krueger365@gmail.com       | 503-730-7528                 |
| 4        | 05-15-2023 | Barend Levie<br>2214 NE 153rd Ave., Vancouver, WA 98684<br>barneylevie@hotmail.com          | 360-600-7665<br>360-885-4510 |
| 5        | 05-15-2023 | Michael Kelly Vacant<br>700 Waterfront Way #711 , Vancouver, WA 98660<br>m@michaelkelly.com | 301-704-4677                 |
| 6        | 05-15-2023 | Kevin Lux<br>1526 X St. , Vancouver, WA 98661<br>kevlux86@gmail.com                         | 360-931-9549                 |
| 7        | 05-15-2023 | Brittany Sulitzer<br>4100 NE 49th Ave, Vancouver, WA 98661<br>facciob@gmail.com             | 971-400-3093                 |
| 8        | 05-15-2023 | Peggy Keith<br>1812 SE 174th Ct. , Vancouver, WA 98663<br>osrtkeith@yahoo.com               | 360-772-0381                 |
| 9        | 07-01-2024 | Austin Merle<br>4412 NW 127th St, Vancouver, WA 98660<br>austindmerle@live.com              | 360-984-1375                 |

## Aviation Advisory Committee

**Term Length:** 36 Months

**Max Terms:** 3 Term(s)

**Number of Members:** 9

**Meeting Schedule:** Second Wednesday of each Month

**Meeting Time:** 6:00 PM

**Meeting Location:** Pilot Lounge at Pearson Airport

**Meeting Address:** P.O. Box 1995

**Type:** Committee

**Description:** The purpose of the Aviation Advisory Committee is to provide advice and recommendations to the airport manager, city manager, city council and departments regarding the management and operations of the [Pearson Field Airport](#) and other aviation-related issues affecting the Vancouver.

**Council Liaison:**

**Staff Liaison:**

| Position Number | Name              | Appt Date  | No. of Terms Served | Term Expiration Date |
|-----------------|-------------------|------------|---------------------|----------------------|
| 1               | Shon Lindley      | 07/01/2024 | 1                   | 05/15/2025           |
| 2               | Joe Ong           | 07/01/2024 | 2                   | 05/15/2027           |
| 3               | Laura Krueger     | 07/01/2024 | 1                   | 05/15/2027           |
| 4               | Barend Levie      | 05/15/2023 | 1                   | 05/15/2025           |
| 5               | Michael Kelly     | 05/15/2023 | 1                   | 05/15/2025           |
| 6               | Kevin Lux         | 05/15/2023 | 1                   | 05/15/2026           |
| 7               | Brittany Sulitzer | 05/15/2023 | 1                   | 05/15/2026           |
| 8               | Peggy Keith       | 05/15/2023 | 1                   | 05/15/2026           |
| 9               | Austin Merle      | 07/01/2024 | 1                   | 05/15/2027           |

## Maruhn, Tawny

---

**From:** City of Vancouver, WA <noreply@cityofvancouver.us>  
**Sent:** Monday, August 5, 2024 5:05 PM  
**To:** City B&C Coordinator  
**Subject:** Application: Boards and Commissions

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

# Application: Boards and Commissions

### Board or Commission you are applying for

- Aviation Advisory Committee

### Have you served on this board or commission in the past?

No

### Name

Sara Baker

### Address

6315 N. Depauw St.  
Portland, OR 97203  
[Map It](#)

### Email

[sarabakemail@gmail.com](mailto:sarabakemail@gmail.com)

### Phone

9729219969

### Do you reside in the City Limits?

No

### What is your length of residency in Vancouver?

N/A; 3 years in Portland, 1&1/2 years flying out of KVUO

### Occupation and employer (if applicable)

ForeFlight, a Boeing Company (Electronic Flight Bag)

### Do you, or does your firm or place of employment do business with the City?

No

### If yes, please describe

N/A

**Do you, your firm or place of employment, have business that may involve a contract with the City for land, materials, supplies, or services?**

No

**If yes, please describe**

N/A

**The City of Vancouver is committed to facilitating and amplifying multiple perspectives and experiences from across the community. What diverse experiences, skills, perspectives and values would you bring to a City board or commission?**

I'm currently a Commercial Pilot student based out of KVVU where I recently earned my Instrument Rating this year and my Private Pilot's License last year. Professionally, I work for ForeFlight, a Boeing company – a major electronic flight bag in all sectors of the aviation industry. Aviation has been a thread throughout most of my career having worked for an Online Booking Tool (like Expedia, TripActions, etc.), Southwest Airlines, and American Airlines for the majority of my career. I'm a female in a STEM career and a pilot, as well as the first in my family to graduate high school and undergraduate/graduate school and I continue to look for opportunities to better serve the next generation and young females interested in similar paths.

**We know there are many ways that people show how much they care for our community. Please describe your current and past community involvement, formal or informal, and ways that you have positively contributed to our community. Informal community involvement could include things such as volunteering, supporting neighbors, participating in a faith community, or participating in a youth sports league.**

I'm a strong advocate for helping create opportunities for women and underserved communities. I am the Secretary for the Rose City chapter of Women in Aviation and a member of the Columbia Cascades chapter of the 99's. Recently, I attended the Women in Aviation: Emerging Leaders Program at Harvard University. I serve on the Board for the SW Chapter for the Washington Pilot's Association.

**Please describe your interest in serving as a board member or commissioner. Why do you want to be involved with the City of Vancouver, and why this role?**

I'm interested in serving as a board member because I'm passionate about aviation in the Vancouver community. While I do live in PDX, the nearest airport to my home is Pearson and I recognize and respect the massive amount of history that is there. Many, many pilots earned their stripes there, even after it became a general aviation airport. Pearson has taught me much about the side of aviation that I always wanted to be involved in, but never thought possible. I moved across the country to the PNW, found a community, and finally followed a passion. It's home to many.

Further, I'm a strong advocate for bringing forward safety and community in the aviation space. I currently work for ForeFlight – adding technology to our flight bags has greatly increased situational awareness and safety both in and out of the cockpit. Aviation is fun, but it's something that should be taken seriously and I'd like to help in any way that I can.

**Please describe your experience with racial equity, as well as your comfort level, previous engagement and work with diverse communities.**

I personally came from a low-income background and have a soft spot for helping those in the community who aren't necessarily "handed" opportunities. Coming from the Dallas-Ft. Worth area, I would often volunteer in multi-racial communities and at schools where income was typically lower – my favorite way to volunteer was in reading classes to elementary kids! Not every home looks like a middle-class home with 2 parents and that should be taken into account. Diversity of thought and healthy conflict are what make us better united and well rounded.

**The City of Vancouver is setting ambitious goals around climate change. As a member of a City board or commission, how will your knowledge, skills and experiences prepare you to address climate change?**

I've had an extensive career in aviation and I recognize how challenging it can be to make changes and the impact to aviation of those changes. Personally, I have a strong preference for addressing climate change – I aim to make my own home as plastic free as possible and look for other ways that I can support the environment and be eco-friendly. I would like to support the ways to do that in aviation as well.

**Is there anything else you would like us to know?**

I'm just a fairly regular person – no political ambition, but a lot of passion for aviation and the community and a strong sense of accomplishment.

**What is your age range?**

31–55

**What is your gender identity or expression? Check all that apply.**

- Female

**What is your race/ethnicity? Check all that apply.**

- White

**In what zip code do you live or work?**

97203

**How did you hear about this position?**

- From a community group

**What is the highest degree or level of education you have completed?**

Master's degree

**Do you rent or own your home?**

Own

**Have you ever served on active duty in the U.S. Armed Forces, military Reserves, or National Guard?**

No

**Do you live with a disability or identify as a disabled person?**

No

**Are you interested in serving on other Boards or Commissions?**

No



## MEMORANDUM

**DATE:** October 7, 2024  
**TO:** Mayor and City Councilmembers  
**FROM:** Council Committee 1  
**CC:** Eric J. Holmes, City Manager  
Tawny Maruhn, Boards & Commissions

|                                                                               |
|-------------------------------------------------------------------------------|
| <b>RE: Recommendation for Appointments to the Aviation Advisory Committee</b> |
|-------------------------------------------------------------------------------|

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 this committee and recommends the mid-term appointment of Sara Baker to a position that would begin October 7, 2024 and expire May 15, 2025.

If there are no objections, this appointment will be presented for Council action at the at the **Monday, October 7**, Council meeting.

Attachments:

- Applications
- Current Roster



**To:** Mayor and City Council

**From:**

**Date:** October 7, 2024

**Subject**

Transportation and Mobility Commission Appointment

**Present Situation**

The volunteer Transportation and Mobility Commission is an 11-member commission that provides advice to Vancouver City Council, the City manager and City staff on a variety of transportation and mobility-related projects, programs, and policies. It also provides ongoing feedback and guidance on implementation of citywide transportation policy and the city's Transportation System Plan.

Council Subcommittee 2 recently interviewed candidates for this commission and recommends the mid-term appointment of Devin Williams with a term effective immediately and expiring December 31, 2025.

**Action Requested**

Appointment of Devin Williams to the Transportation and Mobility Commission for a term beginning immediately and expiring December 31, 2025.

*Council Subcommittee 2*

**Attachments:**

1. TMC\_Appointment Memo
2. Devin Williams\_TMC
3. Roster\_TMC\_Sept 2024



## MEMORANDUM

**DATE:** October 7, 2024

**TO:** Mayor and City Councilmembers

**FROM:** Council Committee 2 (Stober, Fox, Harless)

**CC:** Eric J. Holmes, City Manager  
Tawny Maruhn, Boards & Commissions

|            |                                                                                      |
|------------|--------------------------------------------------------------------------------------|
| <b>RE:</b> | <b>Recommendation for Appointments to the Transportation and Mobility Commission</b> |
|------------|--------------------------------------------------------------------------------------|

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

Council Committee 2 recently interviewed candidates for the following four full-term seats on the Transportation and Mobility Commission:

- Person who uses an automobile as their primary mode of transportation

Committee 2 recommends the appointment of Devan Williams to the seat representing persons whose primary mode of transportation is an automobile to a term beginning October 7, 2024, and expiring December 31, 2025.

If there are no objections, this appointment will be presented for Council action at the at the **Monday, October 7**, Council meeting.

Attachments:

- Application
- Current Roster

**From:** City of Vancouver, WA <noreply@cityofvancouver.us>  
**Sent:** Tuesday, August 20, 2024 2:10 PM  
**To:** City B&C Coordinator  
**Subject:** Application: Boards and Commissions

## Application: Boards and Commissions

### Board or Commission you are applying for

- Transportation and Mobility Commission

### Have you served on this board or commission in the past?

No

### Name

Devan Williams

### Pronouns

He/Him/His

### Address

1000 W Columbia Way Unit 626  
Vancouver, WA 98023  
[Map It](#)

### Email

[DW16265@gmail.com](mailto:DW16265@gmail.com)

### Phone

2532175733

### Do you reside in the City Limits?

Yes

### What is your length of residency in Vancouver?

10 months

### Occupation and employer (if applicable)

Business Owner

### Do you, or does your firm or place of employment do business with the City?

No

### Do you, your firm or place of employment, have business that may involve a contract with the City for land, materials, supplies, or services?

No

**The City of Vancouver is committed to facilitating and amplifying multiple perspectives and experiences from across the community. What diverse experiences, skills, perspectives and values would you bring to a City board or commission?**

Having grown up in the Pacific Northwest and living in the greater Vancouver/Portland area for the past 6 years, I have been able to see the growth in the community first hand. From my previous work experience I have been able to travel to cities all over Europe and Asia, witnessing how those communities function as well as work with diverse backgrounds. Working in these types of environments has helped me gain an array of experience from agility, public speaking, relationship management, and data analysis. I intend to leverage this experience to help advocate for smart sustainable growth within the community. I understand how to work in a team of diverse perspectives and produce results.

Additionally, as a young black male, I believe my own perspective might differ from many of those currently in positions of leadership within the city. I want to help amplify others' voices in the community, while making sure others' perspectives are considered in the decision making process.

**We know there are many ways that people show how much they care for our community. Please describe your current and past community involvement, formal or informal, and ways that you have positively contributed to our community. Informal community involvement could include things such as volunteering, supporting neighbors, participating in a faith community, or participating in a youth sports league.**

During the past 6 years I have been actively participated in community forums regarding the Waterfront Gateway Project and Main Street Promise. I have been consistent in advocating for a safer more dynamic community. Additionally, I have also volunteered to help feed unhoused individuals in Downtown Portland and currently volunteer/member for the Curious Comedy Theater in Portland which is a non-profit community theater.

**Please describe your interest in serving as a board member or commissioner. Why do you want to be involved with the City of Vancouver, and why this role?**

I believe that Vancouver is on the precipice of great change economically, culturally, and demographically. As the city pushes towards the future I want to continue to help advocate on behalf of people of color and young citizens within the community. I believe in the progress already made in the city and I want to make sure that the transportation options within the city not only reflect the current demographics, but also are forward thinking.

**Please describe your experience with racial equity, as well as your comfort level, previous engagement and work with diverse communities.**

As a member of the BIPOC community myself I have sat on a corporate diversity, equity, and inclusion task force for my previous employer that helped advocate for more inclusive hiring practices, affinity groups, and broader internal learning opportunities. We helped create a more open minded working environment and increase opportunities available for people who belong to marginalized communities. I feel very comfortable speaking on topics concerning racial inequality and actively advocating on behalf of others.

**The City of Vancouver is setting ambitious goals around climate change. As a member of a City board or commission, how will your knowledge, skills and experiences prepare you to address climate change?**

Having worked in institutional finance, my role was to study and measure the impact corporations have on our broader environment. I have experience putting context to carbon data to create white papers, as well as understanding the broader impact. I believe I have the knowledge and insight on how our transportation systems function to help the city reach its zero emissions goal. Additionally, I am prepared to help educate and advocate in our the community on best practices for us all to help reach a cleaner future.

**What is your age range?**

20–30

**What is your gender identity or expression? Check all that apply.**

- Male

**What is your race/ethnicity? Check all that apply.**

- Black/African American

**How did you hear about this position?**

- From a community group

**What is the highest degree or level of education you have completed?**

Bachelor's degree

**Do you rent or own your home?**

Rent

**Have you ever served on active duty in the U.S. Armed Forces, military Reserves, or National Guard?**

No

**Do you live with a disability or identify as a disabled person?**

No

**Are you interested in serving on other Boards or Commissions?**

Yes

## Transportation and Mobility Commission

| Position | Term       | Name & Address                                                                                          | Phone        |
|----------|------------|---------------------------------------------------------------------------------------------------------|--------------|
| 1        | 12-04-2023 | Devon Fender<br>1005 Brandt Rd, Vancouver, WA 98661<br>devon.fender07@gmail.com                         | 360-550-7997 |
| 2        | 10-06-2022 | Corey Grandstaff<br>8214 NE 12th Street,, Vancouver, WA 98661<br>corey.grandstaff@gmail.com             | 419-768-1523 |
| 3        | 05-06-2024 | Zachary Gatton<br>8509 NE 57th St , Vancouver, WA 98662<br>zagatton@gmail.com                           | 612-559-1123 |
| 4        | 10-06-2020 | Ken Williams<br>2212 C St., Vancouver, WA 98663<br>ken_williams_98664@msn.com                           | 360-713-2156 |
| 5        | 10-11-2021 | Jeananne Edwards<br>312 SE Stonemill Dr. 115, Vancouver, WA 98684<br>Jeananne.edwards@gmail.com         | 918-693-4416 |
| 6        | 12-20-2021 | Derya Ruggles<br>4121 E 16th St. , Vancouver, WA 98661<br>derya.ruggles@gmail.com                       | 971-506-1730 |
| 7        | 01-01-2024 | Sara Schmit<br>8701 E Mill Plain Blvd Apt 41 , Vancouver, WA 98664<br>paulabear21@hotmail.com           | 360-449-9712 |
| 8        | 10-06-2020 | Mario Raia<br>10319 SE 15th St ste 100 , Vancouver, WA 98664<br>mario@combined-IQ.com                   | 360-608-7659 |
| 9        | 10-06-2020 | Eduardo Ramos<br>3508 Olive St. , Vancouver, WA 98660<br>e.amos2997@gmail.com                           | 509-881-5822 |
| 10       | 05-22-2023 | Thinh Phan<br>8605 NE 34th Way, Vancouver, WA 98660<br>e.amos2997@gmail.com                             | 971-570-6879 |
| 11       | 05-23-2023 | <b>Soroush Mohandessi</b> <b>Inactive</b><br>19600 NE 3rd St 20A, Camas, WA 98607<br>soromd@hotmail.com | 312-479-4044 |

## Transportation and Mobility Commission

**Term Length:** 36 Months

**Max Terms:** 2 Term(s)

**Number of Members:** 11

**Meeting Schedule:** First Tuesday of each month

**Meeting Time:** 4:00 PM

**Meeting Location:** City Hall - Council Chambers

**Meeting Address:** 415 W 6th St. Vancouver, WA 98660

**Type:** Commission

**Description:**

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

**Council Liaison:**

**Staff Liaison:**

Julie Nischik  
(360) 487-7813  
julie.nischik@cityofvancouver.us

| Position Number | Name               | Appt Date  | No. of Terms Served | Term Expiration Date |
|-----------------|--------------------|------------|---------------------|----------------------|
| 1               | Devon Fender       | 12/04/2023 | 1                   | 12/31/2024           |
| 2               | Corey Grandstaff   | 02/28/2022 | 1                   | 12/31/2024           |
| 3               | Zachary Gatton     | 05/06/2024 | 1                   | 12/31/2024           |
| 4               | Ken Williams       | 09/14/2020 | 1                   | 12/31/2024           |
| 5               | Jeananne Edwards   | 10/11/2021 | 1                   | 12/31/2025           |
| 6               | Derya Ruggles      | 12/20/2021 | 1                   | 12/31/2025           |
| 7               | Sara Schmit        | 01/01/2024 | 1                   | 12/31/2025           |
| 8               | Mario Raia         | 09/14/2020 | 2                   | 12/31/2026           |
| 9               | Eduardo Ramos      | 09/14/2020 | 2                   | 12/31/2026           |
| 10              | Thinh Phan         | 05/22/2023 | 2                   | 12/31/2026           |
| 11              | Soroush Mohandessi | Inactive   | 1                   | 12/31/2025           |

**To:** Mayor and City Council

**From:**

**Date:** October 7, 2024

**Subject**

Parks and Recreation Commission Appointments and Removal

**Present Situation**

The Parks and Recreation Commission (PRAC) is a 10-member volunteer group made up of city residents, two school district representatives and a liaison from the Parks Foundation of Clark County. The commission advises Vancouver City Council and city staff on needs, plans and programs necessary to provide an adequate system of parks, open space, playgrounds, facilities, and recreation services to the residents of Vancouver.

Mayor McEnerny-Ogle recently interviewed candidates, including one incumbent, to fill three seats. Due to a non-responsive commission member, with the Council's approval, the Mayor also recommends removal of one board member.

Engaging in and preparing for Parks and Recreation Advisory Commission (PRAC) meetings are vital to the role of this commission. Records for PRAC show that Kerry Otto has not been responsive to PRAC work and has several unexcused absences for meetings. Per the Vancouver Municipal Code:

*VMC Section 2.16.010 Parks and Recreation Advisory Commission – Terms of commission members.*

*The mayor, with the approval of the city council, may remove at large members from office for cause or neglect of duty or for three consecutive unexcused absences.*

As such, Mayor McEnerny-Ogle recommends that Kerry Otto's position with the Parks and Recreation Advisory Commission be terminated effective October 7, 2024.

To fill this seat, and the other two seats recruited for, Mayor McEnerny-Ogle recommends the reappointment of Stephen Wille to another full-term seat with an expiration of July 31, 2027; the appointment of Valerie Striplin with a term beginning immediately, and expiring July 31, 2025; and the mid-term appointment of James Luce with a term beginning immediately and expiring July 31, 2026, to fill the seat vacated by the board member removal.

**Action Requested**

Remove Kerry Otto from the Parks and Recreation Advisory Commission effective October 7, 2024, and to fill this seat, appoint James Luce to the Parks and Recreation Commission for a term beginning immediately and expiring July 31, 2026; appoint Valerie Striplin to the Parks and Recreation Commission for a term beginning immediately and expiring July 31, 2025; and reappoint Stephen Wille with a term beginning January 1, 2025, and expiring July 31, 2027.

*Mayor McEnerny-Ogle*

**Attachments:**



1. PRAC Appointment and Removal Memo
2. Removal Letter\_Kerry Otto
3. Wille, Stephen\_PRAC\_Application\_Incumbent
4. James Luce\_PRAC
5. Valerie Striplin\_PRAC
6. PRAC\_Aug 2024 Roster



## MEMORANDUM

**DATE:** October 7, 2024  
**TO:** Mayor and City Councilmembers  
**FROM:** Mayor McEnerny-Ogle  
**CC:** Eric J. Holmes, City Manager  
Tawny Maruhn, Boards & Commissions

|                                                                                                       |
|-------------------------------------------------------------------------------------------------------|
| <b>RE: Recommendation for Appointments and Removal to the Parks and Recreation Advisory Committee</b> |
|-------------------------------------------------------------------------------------------------------|

The Parks and Recreation Advisory Commission is a 10-member volunteer group made up of city residents, two school district representatives and a liaison from the Parks Foundation of Clark County. The commission advises Vancouver City Council and city staff on needs, plans, and programs necessary to provide an adequate system of parks, open space, playgrounds, facilities and recreation services to the residents of Vancouver.

Mayor McEnerny-Ogle recently interviewed candidates, including one incumbent, to fill three seats. Due to a non-responsive commission member, with the Council's approval, the Mayor also recommends removal of one board member.

Engaging in and preparing for Parks and Recreation Advisory Commission (PRAC) meetings are vital to the role of this commission. Records for PRAC show that Kerry Otto has not been responsive to PRAC work and has several unexcused absences for meetings. Per the Vancouver Municipal Code:

*VMC: 2.16*

*Section 2.16.010 Parks and Recreation Advisory Commission – Terms of commission members.*

*The mayor, with the approval of the city council may remove at large members from office for cause or neglect of duty or for three consecutive unexcused absences.*

As such, Mayor McEnerny-Ogle recommends that Kerry Otto's position with the Parks and Recreation Advisory Commission be terminated effective October 7, 2024.

To fill this seat, and the other two seats recruited for, Mayor McEnerny-Ogle recommends the reappointment of Stephen Wille to another full-term seat with an expiration of July 31, 2027; the appointment of Valerie Striplin with a term beginning immediately, and expiring July 31, 2025; and the mid-term appointment of James Luce with a term beginning immediately and expiring July 31, 2026, to fill the seat vacated by the board member removal.

If there are no objections, these appointments and removal will be presented for Council action at the at the **Monday, October 7, 2024**, Council meeting.

Attachments:

- Formal letter of removal sent to Kerry Otto
- Applications of James Luce and Valerie Striplin
- Continued Letter of Interest for Stephen Wille
- Current Roster



June 3, 2024

Kerry Otto  
816 Grove Street, Apt C  
Vancouver, WA 98661

**Re: Parks and Recreation Advisory Commission**

Dear Kerry,

Engaging in and preparing for our Parks and Recreation Advisory Commission meetings is vital to the role of this commission. Since your appointment on November 20, 2023, City staff have noted numerous instances of inconsistent attendance, unapproved absences and insufficient communication with staff or fellow Commissioners.

The charter of the commission provide for the following attendance expectations:

**ARTICLE VI**

**Section 1. Attendance:**

- (a) Attendance at regular and special meetings is expected of all Commission members.*
- (b) Any member anticipating absence from an official meeting should notify the Chairperson or Long Range Planning division in advance.*
- (c) Any absence may be excused by the Commission, even an extended period. Unexcused absences from three consecutive regular meetings shall be reported to the City Council for appropriate action*

I would invite you to continue your service on the Parks and Recreation Advisory Commission at a reliable level of participation consistent with the charter that governs the commission.

Please contact my office as soon as possible regarding your continued interest and availability. If we do not hear from you by Friday, June 7, we will assume you are no longer available to serve in this capacity and will recommend to the City Council that your position be officially vacated on July 1, 2024.

We appreciate your interest in serving on the commission, and appreciate your prompt reply.

Sincerely,

Anne McEnerny-Ogle  
Mayor

5 June 2024

City of Vancouver  
City Council Committee  
P.O. Box 1995  
Vancouver, Washington 98668

RE: Letter of Continued Interest – Parks & Recreation Advisory Commission

Dear Council Committee,

It has been my honor to serve as an interim member of the Parks & Recreation Advisory Commission for the past six months. Please accept this letter of continued interest as my formal application for reappointment.

I believe that my participation on the Parks & Recreation Commission has benefitted its work in the following ways:

- By drawing on my background in the biological sciences and resource policy, I have proposed methods to minimize human disruption of natural systems without restricting human recreational benefits in our parks.
- I bring an extended family background and local knowledge to resource issues.

I accepted an interim appointment knowing my term could be a brief one. In the short time I have been on the commission I am impressed and encouraged by what the group can accomplish, and look forward to future opportunities. The City of Vancouver is in a dynamic period of growth with not only the ongoing development along the waterfront, but the addition of new park lands and future improvements to existing parks throughout the community. I would like to continue to be part of that evolving process.

Once again, it has been my honor to serve on the Parks & Recreation Commission. I hope you will grant my request for reappointment.

Thank you in advance for your consideration.

Sincerely,

Stephen A. Wille  
704 N.E. Countryside Drive  
Vancouver, WA 98684

## Maruhn, Tawny

---

**From:** City of Vancouver, WA <noreply@cityofvancouver.us>  
**Sent:** Thursday, September 19, 2024 11:58 AM  
**To:** City B&C Coordinator  
**Subject:** Application: Boards and Commissions

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

# Application: Boards and Commissions

|                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Board or Commission you are applying for</b>                                                                                                      |
| <ul style="list-style-type: none"><li>• Parks and Recreation Advisory Commission</li><li>• Planning Commission</li></ul>                             |
| <b>Have you served on this board or commission in the past?</b>                                                                                      |
| Yes                                                                                                                                                  |
| <b>Name</b>                                                                                                                                          |
| James Luce                                                                                                                                           |
| <b>Pronouns</b>                                                                                                                                      |
| he/him                                                                                                                                               |
| <b>Address</b>                                                                                                                                       |
| 310 Pasadena Way<br>Vancouver, WA 98661<br><a href="#">Map It</a>                                                                                    |
| <b>Email</b>                                                                                                                                         |
| <a href="mailto:lucefamily@comcast.net">lucefamily@comcast.net</a>                                                                                   |
| <b>Phone</b>                                                                                                                                         |
| 360-907-3323                                                                                                                                         |
| <b>Do you reside in the City Limits?</b>                                                                                                             |
| Yes                                                                                                                                                  |
| <b>What is your length of residency in Vancouver?</b>                                                                                                |
| 50 years                                                                                                                                             |
| <b>Occupation and employer (if applicable)</b>                                                                                                       |
| attorney/retired                                                                                                                                     |
| <b>Do you, or does your firm or place of employment do business with the City?</b>                                                                   |
| No                                                                                                                                                   |
| <b>Do you, your firm or place of employment, have business that may involve a contract with the City for land, materials, supplies, or services?</b> |
| No                                                                                                                                                   |

**The City of Vancouver is committed to facilitating and amplifying multiple perspectives and experiences from across the community. What diverse experiences, skills, perspectives and values would you bring to a City board or commission?**

My experiences, skills, perspectives and values are gained from my 50 years of living in Vancouver and my service on City and County Boards and Commissions including the City-County Cable Commission that awarded the initial "Cable Franchise," the Parks Board, the County Planning Commission, the SW Washington NAMI Board and since 2017 as a Board member of the Friends of Vancouver Lake.

These experience also include service as a Washington State member of the Columbia Gorge Commission and 10 plus years as Chairs of the States Energy Facility Siting Council

In all of my community service I have learned to listen to diverse options, analyze facts, and seek collaborative decisions . I will bring these same skills to the City of Vancouver.

**We know there are many ways that people show how much they care for our community. Please describe your current and past community involvement, formal or informal, and ways that you have positively contributed to our community. Informal community involvement could include things such as volunteering, supporting neighbors, participating in a faith community, or participating in a youth sports league.**

See above

**Please describe your interest in serving as a board member or commissioner. Why do you want to be involved with the City of Vancouver, and why this role?**

I graduated from Hudson's Bay High School in 1962 and have now lived in Vancouver for more than 50 years and have seen it change from a small city to a large one.

This background and previous community service will benefit the City and its resident. I feeling knowing where we have come from is important to knowing how we will move forward.

**Please describe your experience with racial equity, as well as your comfort level, previous engagement and work with diverse communities.**

My experience with racial equity – depending on how that term is defined – is significant.

As a college student I rallied for the the passage of national "equal rights" legislation.

My work with diverse communities is gained from my life experiences and from service on the SW Washington NAMI Board, and other Boards and Commissions listed above. i

**The City of Vancouver is setting ambitious goals around climate change. As a member of a City board or commission, how will your knowledge, skills and experiences prepare you to address climate change?**

Yes.

**Is there anything else you would like us to know?**

I am retired and have the luxury of time to commit to community service.

**What is your age range?**

71+

**What is your gender identity or expression? Check all that apply.**

- Male

**What is your race/ethnicity? Check all that apply.**

- White

**Which languages do you speak other than English? Check all that apply.**

- Spanish

**In what zip code do you live or work?**

98661

**How did you hear about this position?**

- Post on the City's website

**What is the highest degree or level of education you have completed?**

|                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------|
| Doctorate                                                                                                                            |
| <b>Do you rent or own your home?</b>                                                                                                 |
| Own                                                                                                                                  |
| <b>Have you ever served on active duty in the U.S. Armed Forces, military Reserves, or National Guard?</b>                           |
| Yes                                                                                                                                  |
| <b>Do you live with a disability or identify as a disabled person?</b>                                                               |
| Yes                                                                                                                                  |
| <b>If you answered yes to the previous question, please describe your disability and how we can best support your participation.</b> |
| I am permanently disabled. My mobility is limited because of back surgeries, knee surgeries, and pelvic tilt.and                     |
| <b>Are you interested in serving on other Boards or Commissions?</b>                                                                 |
| Yes                                                                                                                                  |



## Maruhn, Tawny

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**From:** City of Vancouver, WA <noreply@cityofvancouver.us>  
**Sent:** Tuesday, August 27, 2024 6:03 PM  
**To:** City B&C Coordinator  
**Subject:** Application: Boards and Commissions

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

# Application: Boards and Commissions

### Board or Commission you are applying for

- Parks and Recreation Advisory Commission
- Clark County Public Health Advisory Council

### Have you served on this board or commission in the past?

No

### Name

Valerie Striplin

### Pronouns

She/Her

### Address

14014 SE 20th Way  
Vancouver, WA 98683  
[Map It](#)

### Email

[vxstriplin@gmail.com](mailto:vxstriplin@gmail.com)

### Phone

5035473330

### Do you reside in the City Limits?

Yes

### What is your length of residency in Vancouver?

13 years

### Occupation and employer (if applicable)

Executive Assistant, PeaceHealth

### Do you, or does your firm or place of employment do business with the City?

Yes

### If yes, please describe

PeaceHealth Southwest Medical Center (SWMC) and its System Offices at the Shared Services Center (SSC) are based out of Vancouver. PeaceHealth Medical Group which consists of over 60 clinics also operate in the Vancouver area.

**Do you, your firm or place of employment, have business that may involve a contract with the City for land, materials, supplies, or services?**

No

**The City of Vancouver is committed to facilitating and amplifying multiple perspectives and experiences from across the community. What diverse experiences, skills, perspectives and values would you bring to a City board or commission?**

I believe that my lived experiences, skills, and values are diverse and inclusive to the communities living in the City of Vancouver. I value humanness and how we are all connected in ways that we don't always visibly see, I value the ways of knowing that we see in our communities and being able to identify who is not at the table and should be. As I have moved through life I have experienced hardship however the privilege of my whiteness means that I have not really experienced different socioeconomic statuses. I have had to develop grit to reach the educational level that I am currently working towards which comes with a level of privilege itself. I understand that there are layers to social determinants of health and how that can impact communities and its members and how those determinants are intersectional and can include areas that a layperson may not directly correlate with community wellness.

**We know there are many ways that people show how much they care for our community. Please describe your current and past community involvement, formal or informal, and ways that you have positively contributed to our community. Informal community involvement could include things such as volunteering, supporting neighbors, participating in a faith community, or participating in a youth sports league.**

My community involvement has fluctuated as my children have aged. I started with my first few years in Vancouver as my children were playing ball with Columbia Little League, VGSA, and later on a couple of travel ball teams; volunteering my time to support the leagues and teams in both administrative and manual labor capacity. As my children have started becoming engaged with high school level of sports my volunteer efforts have shifted to align with my personal passions, I have graduated from the Clark County Master Composter/Recycler program volunteering my time at events around the city and county to engage folks in ways they can help reduce food waste. I also volunteer my time working with SWEC and SWACH in supporting community engagement with learnings around local policy initiatives that roll up to the state so that we can ensure more diverse voices are involved and included. Some of my other volunteer efforts have been through my employer and the caregiver resource groups that I serve on and am a member of including days of service with EOCF.

**Please describe your interest in serving as a board member or commissioner. Why do you want to be involved with the City of Vancouver, and why this role?**

It would be my honor to be involved with the City of Vancouver in either of these board or commissioner capacities not just because I have the drive and passion to help make our city the best that it can be but also because I believe that combined intentional efforts will help us get there. Servant leadership is one of my passions and it feeds my soul; uplifting the voices of the unheard and improving efforts towards engaging our marginalized communities as we work towards more balanced initiatives and programs, is what being a part of a community looks like to me.

**Please describe your experience with racial equity, as well as your comfort level, previous engagement and work with diverse communities.**

I have been practicing, engaging and advocating in anti-racism, diversity, equity, inclusion, and belonging work since 2012 when I first took a Racism and White Privilege class during my associates degree program at Clark College. Since that time my cultural humility and cultural competency has grown, and I work towards approaching both my personal and professional efforts through a lens of equity and equality. One of the core reasons I chose the advanced degree program that I am currently engaged with is because of the focus on removing barriers and working towards leveraging my privilege to shift power back to marginalized communities, helping to provide them with the tools they need to increase community health. I am very comfortable working with and for diverse communities as evident by my engagement with the employee resource groups (PRIDE, BANG, CHEDI) at PeaceHealth.

**The City of Vancouver is setting ambitious goals around climate change. As a member of a City board or commission, how will your knowledge, skills and experiences prepare you to address climate change?**

My scholarship is in public health, climate change is a public health crisis, so I bring an evidence-based lens to the conversation as well as my own personal work towards reducing my carbon footprint and influencing others to work towards the same. I recently volunteered with Clark County Public Health on capturing climate data for their efforts around climate action in Vancouver and the surrounding areas. My studies combined with my own personal passions and efforts are ways that I can support the city reach their climate goals.

**What is your age range?**

31–55

**What is your gender identity or expression? Check all that apply.**

- Female

**What is your race/ethnicity? Check all that apply.**

- White

**In what zip code do you live or work?**

98683

**How did you hear about this position?**

- City newsletter
- Post on the City's website
- Social media

**What is the highest degree or level of education you have completed?**

Bachelor's degree

**Do you rent or own your home?**

Own

**Have you ever served on active duty in the U.S. Armed Forces, military Reserves, or National Guard?**

No

**Do you live with a disability or identify as a disabled person?**

Yes

**If you answered yes to the previous question, please describe your disability and how we can best support your participation.**

Neurodivergence

**Are you interested in serving on other Boards or Commissions?**

Yes

## Parks and Recreation Advisory Commission

| Position | Term       | Name & Address                                                                              | Phone        |
|----------|------------|---------------------------------------------------------------------------------------------|--------------|
| 1        | 11-20-2023 | Stephen Wille<br>704 NE Countryside Drive, Vancouver, WA 98684<br>sawille1@gmail.com        | 503-880-4453 |
| 2        | 07-31-2024 | Jaynee Haygood<br>18112 SE 41st Way, Vancouver, WA 98683<br>jayneehaygood@mac.com           | 360-718-1564 |
| 3        | 10-22-2018 | Matthew Kuntz<br>1613 X Street, Vancouver, WA 98661<br>chempez@gmail.com                    | 281-658-0664 |
| 4        | 07-31-2021 | Angilo Fletcher<br>12004 NE 33rd St, Vancouver, WA 98682<br>Fletcher.angilo@gmail.com       | 360-624-7407 |
| 5        | 07-31-2024 | Jeremy Robbins<br>3708 NE 99th Ave , Vancouver, WA 98662<br>jjrawbenz@gmail.com             | 503-290-6999 |
| 6        | 11-20-2023 | Kerry Otto<br>816 Grove Street, Apt C , Vancouver, WA 98661<br>kerry@sakura39ers.org        | 360-844-0692 |
| 7        | 07-01-2014 | Syble Crow<br>816 Grove Street, Apt C , Vancouver, WA 98661<br>kerry@sakura39ers.org        | 360-844-0692 |
| 8        | 12-01-2021 | Cale Piland<br>EPS - PO BOX 8910 , Vancouver, WA 98668<br>caleb.piland@evergreenps.org      | 360-604-4000 |
| 9        | 01-01-2024 | AJ Panter<br>VPS - 2901 Falk Rd., Vancouver, WA 98661                                       |              |
| 10       | 11-20-2023 | Jenny Thompson<br>11103 NE 22nd St , Vancouver, WA 98684<br>jenny.nicole.thompson@gmail.com | 503-313-1934 |

## Parks and Recreation Advisory Commission

**Term Length:** 36 Months

**Max Terms:** 3 Term(s)

**Number of Members:** 10

**Meeting Schedule:** Third Wednesday of the Month

**Meeting Time:** 4:30 PM

**Meeting Location:** City Hall - Aspen Conference Room

**Meeting Address:** 415 W 6th St. Vancouver, WA 98660

**Type:** Commission

**Description:** The role of a Parks and Recreation Advisory Commission member is to act in an advisory manner to Vancouver Parks, Recreation and Cultural Services staff, the Vancouver City Council and to advocate to decision makers and the public for parks and recreation issues.

**Council Liaison:**

**Staff Liaison:**

Alicia Nilo

(360) 487-8310

[alicia.nilo@cityofvancouver.us](mailto:alicia.nilo@cityofvancouver.us)

| Position Number | Name            | Appt Date  | No. of Terms Served | Term Expiration Date |
|-----------------|-----------------|------------|---------------------|----------------------|
| 1               | Stephen Wille   | 11/20/2023 | 1                   | 12/31/2024           |
| 2               | Jaynee Haygood  | 07/15/2024 | 3                   | 07/31/2027           |
| 3               | Matthew Kuntz   | 10/22/2018 | 1                   | 07/31/2025           |
| 4               | Angilo Fletcher | 07/31/2021 | 1                   | 07/31/2025           |
| 5               | Jeremy Robbins  | 07/15/2024 | 1                   | 07/31/2027           |
| 6               | Kerry Otto      | 11/20/2023 | 1                   | 07/31/2026           |
| 7               | Syble Crow      | 07/01/2014 | 1                   | 07/31/2045           |
| 8               | Cale Piland     | 12/01/2021 | 1                   | 07/31/2045           |
| 9               | AJ Panter       | 01/01/2024 | 1                   | 07/31/2045           |
| 10              | Jenny Thompson  | 11/20/2023 | 1                   | 07/31/2026           |

**To:** Mayor and City Council  
**From:** City Manager  
**Date:** October 7, 2024

**Subject**

Approval of Claim Vouchers

**Action Requested**

Approve claim vouchers for October 7, 2024.

**Attachments:**

1. October 7, 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:

\$ 28,792,308.50 this 7th day of October 2024.

MAYOR

Cyndi A. Turner

Digitally signed by Cyndi A. Turner  
Date: 2024.09.30 16:04:47 -07'00'

AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

| DATE                                   | INCLUSIVE CHECK NUMBERS                | CHECK TOTAL      |
|----------------------------------------|----------------------------------------|------------------|
| September 09, 2024 - Septembe 29, 2024 | Accounts Payable Checks (see attached) | \$ 20,218,132.30 |
| September 09, 2024 - Septembe 29, 2024 | Hansen City Payments (see attached)    | \$ 38,765.59     |
| September 09, 2024 - Septembe 29, 2024 | Visa Refunds (see attached)            | \$ 12,185.50     |
| September 09, 2024 - Septembe 29, 2024 | Payroll Checks (see attached)          | \$ 8,523,225.11  |
|                                        |                                        |                  |
| TOTAL                                  |                                        | \$ 28,792,308.50 |

## INVOICE PAYMENTS REPORT

| <u>Category</u>       | <u>Payment Type</u> | <u>Transaction Reference</u> | <u>Date</u> | <u>Amount</u> | <u>Payee</u>                                              | <u>Memo</u>                                                                            |
|-----------------------|---------------------|------------------------------|-------------|---------------|-----------------------------------------------------------|----------------------------------------------------------------------------------------|
| Supplier Payment      | Check               | 20957                        | 9/10/2024   | 6,347.50      | Aflac                                                     |                                                                                        |
| Supplier Payment      | Check               | 20958                        | 9/10/2024   | 5,992.98      | AFSCME Local #307                                         |                                                                                        |
| Supplier Payment      | Check               | 20959                        | 9/10/2024   | 334.00        | California State Disbursement Unit                        |                                                                                        |
| Supplier Payment      | Check               | 20960                        | 9/10/2024   | 1,033.50      | Chapter 13 - Trustee                                      |                                                                                        |
| Supplier Payment      | Check               | 20961                        | 9/10/2024   | 491.00        | Hawaii SDU                                                |                                                                                        |
| Supplier Payment      | Check               | 20962                        | 9/10/2024   | 774.90        | IAM Local #1374                                           |                                                                                        |
| Supplier Payment      | Check               | 20963                        | 9/10/2024   | 8,814.98      | Life Insurance Company of North America                   |                                                                                        |
| Supplier Payment      | Check               | 20964                        | 9/10/2024   | 1,000.00      | MFS Service Center Inc                                    |                                                                                        |
| Supplier Payment      | Check               | 20965                        | 9/10/2024   | 725.00        | OPEIU Local #11                                           |                                                                                        |
| Supplier Payment      | Check               | 20966                        | 9/10/2024   | 4,709.28      | OPEIU Local #11                                           |                                                                                        |
| Supplier Payment      | Check               | 20967                        | 9/10/2024   | 814.00        | Teamsters Local #58                                       |                                                                                        |
| Supplier Payment      | Check               | 20968                        | 9/10/2024   | 262.50        | UA Local #290                                             |                                                                                        |
| Supplier Payment      | Check               | 20969                        | 9/10/2024   | 3,671.10      | Western Conference of Teamsters                           |                                                                                        |
| Supplier Payment      | Check               | 20970                        | 9/10/2024   | 1,477.98      | Western Metal Industry Pension Plan                       |                                                                                        |
| Ad Hoc Payment        | Check               | 20971                        | 9/11/2024   | 115.00        | Barcus, Gregory                                           | Utility Refunds:<br>0019064600-04<br>Consolidated refund created from multiple refunds |
| Ad Hoc Payment        | Check               | 20972                        | 9/11/2024   | 239.56        | Biggs, Lee M                                              | Utility Refunds:<br>0157021900-02                                                      |
| Ad Hoc Payment        | Check               | 20973                        | 9/11/2024   | 103.61        | BKD Investments Llc                                       | Utility Refunds:<br>0500005249-02                                                      |
| Ad Hoc Payment        | Check               | 20974                        | 9/11/2024   | 294.10        | Cobb, Peggy                                               | Utility Refunds:<br>0147004008-03<br>Consolidated refund created from multiple refunds |
| Ad Hoc Payment        | Check               | 20975                        | 9/11/2024   | 473.76        | Don A Kuzma or Dale L Burr                                | Utility Refunds:<br>0018007600-05                                                      |
| Ad Hoc Payment        | Check               | 20976                        | 9/11/2024   | 311.42        | Diesel, Ryan                                              | Utility Refunds:<br>0046025735-06                                                      |
| Ad Hoc Payment        | Check               | 20977                        | 9/11/2024   | 35.90         | Haley, John J                                             | Utility Refunds:<br>0000001200-06                                                      |
| Ad Hoc Payment        | Check               | 20978                        | 9/11/2024   | 381.00        | Lee M Biggs or Maria Biggs                                | Utility Refunds:<br>0157021900-02                                                      |
| Ad Hoc Payment        | Check               | 20979                        | 9/11/2024   | 17.97         | Merrill, Angela or Scott                                  | Utility Refunds:<br>0500004709-02                                                      |
| Ad Hoc Payment        | Check               | 20980                        | 9/11/2024   | 138.04        | Pollard, Candus                                           | Utility Refunds:<br>0105006200-02<br>Consolidated refund created from multiple refunds |
| Ad Hoc Payment        | Check               | 20981                        | 9/11/2024   | 169.19        | Seabolt, Gary                                             | Utility Refunds:<br>0023013400-03                                                      |
| Ad Hoc Payment        | Check               | 20982                        | 9/11/2024   | 80.65         | Smith, Sharon D                                           | Utility Refunds:<br>0162004000-04                                                      |
| Ad Hoc Payment        | Check               | 20983                        | 9/11/2024   | 161.07        | Step Up the Fun                                           | Utility Refunds:<br>0061077400-05<br>Consolidated refund created from multiple refunds |
| Ad Hoc Payment        | Check               | 20984                        | 9/11/2024   | 63.65         | The Estate of Edward Paul Eno                             | Utility Refunds:<br>0020021401-00                                                      |
| Ad Hoc Payment        | Check               | 20985                        | 9/11/2024   | 33.34         | Tsibikova, Yekaterina                                     | Utility Refunds:<br>0061061708-04                                                      |
| Ad Hoc Payment        | Check               | 20986                        | 9/11/2024   | 279.47        | VHA Rad Homes- Operating                                  | Utility Refunds:<br>0011050700-01                                                      |
| Customer Refund       | Check               | 20987                        | 9/11/2024   | 7,500.00      | AMERICAN MEDICAL RESPONSE NORTHWEST, INC.                 | Refund for invoice #00042767                                                           |
| Miscellaneous Payment | Check               | 20988                        | 9/11/2024   | 91.00         | BC WING LLC                                               | Refund of duplicate payment to INV#77067742                                            |
| Miscellaneous Payment | Check               | 20989                        | 9/11/2024   | 100.00        | Bella Vista Neighborhood Assoc.- Kathy Carmody, Treasurer | Resource Conservation Challenge                                                        |

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



## INVOICE PAYMENTS REPORT

| <u>Category</u>       | <u>Payment Type</u> | <u>Transaction Reference</u> | <u>Date</u> | <u>Amount</u> | <u>Payee</u>                                                                 | <u>Memo</u>                                            |
|-----------------------|---------------------|------------------------------|-------------|---------------|------------------------------------------------------------------------------|--------------------------------------------------------|
| Miscellaneous Payment | Check               | 20990                        | 9/11/2024   | 100.00        | Cascade Southeast Neighborhood Association-Attn Kathy Koch, Treasurer        | Resource Conservation Challenge 2024                   |
| Miscellaneous Payment | Check               | 20991                        | 9/11/2024   | 500.00        | Chitpasong Bello                                                             | Damage deposit refund                                  |
| Miscellaneous Payment | Check               | 20992                        | 9/11/2024   | 103.41        | Contessa Morcello                                                            | Refund Parking Permit COV13929 - No longer needed      |
| Miscellaneous Payment | Check               | 20993                        | 9/11/2024   | 38.00         | Danielle Story                                                               | Refund for cancelled program                           |
| Miscellaneous Payment | Check               | 20994                        | 9/11/2024   | 161.31        | David Amason                                                                 | Refund parking permit no longer needed                 |
| Miscellaneous Payment | Check               | 20995                        | 9/11/2024   | 7,007.00      | Earthworks Excavating Services, Inc                                          | Shirley A Girard (7612 NE 128th Ave) Invoice # WA61-24 |
| Miscellaneous Payment | Check               | 20996                        | 9/11/2024   | 28,472.08     | Evergreen School District                                                    | SWR-349525                                             |
| Miscellaneous Payment | Check               | 20997                        | 9/11/2024   | 28,589.44     | Evergreen School District                                                    | WTR-349522                                             |
| Miscellaneous Payment | Check               | 20998                        | 9/11/2024   | 120.00        | Fourth Plain Village Neighborhood Association Attn: Steve Lechner, Treasurer | 2024 RecycleU                                          |
| Miscellaneous Payment | Check               | 20999                        | 9/11/2024   | 91.00         | JACOBS                                                                       | Refund duplicate payment to INV#77066523               |
| Miscellaneous Payment | Check               | 21000                        | 9/11/2024   | 10,000.00     | James Ott                                                                    | CLAIM PAYMENT - DOI: 01/11/2024 - RISK                 |
| Miscellaneous Payment | Check               | 21001                        | 9/11/2024   | 91.00         | JARR HOLDINGS LLC                                                            | Refund duplicate payment to INV #77066147              |
| Miscellaneous Payment | Check               | 21002                        | 9/11/2024   | 22.00         | Jessica Blackwood                                                            | Withdrawn from class due to schedule conflict          |
| Miscellaneous Payment | Check               | 21003                        | 9/11/2024   | 7.01          | Judith A Dennis                                                              | Refund overpayment of loan #6000424 payoff             |
| Miscellaneous Payment | Check               | 21004                        | 9/11/2024   | 100.00        | Lewis and Clark Woods Neighborhood Association - Maureen Hursh Treasurer     | Resource Conservation Challenge                        |
| Miscellaneous Payment | Check               | 21005                        | 9/11/2024   | 116.91        | MICHELLE J FRYE                                                              | Refunding parking permit no longer needed              |
| Miscellaneous Payment | Check               | 21006                        | 9/11/2024   | 100.00        | Riveridge Neighborhood Association-Laurie Bryson (Harpel), Treasurer         | Resource Conservation Challenge                        |
| Miscellaneous Payment | Check               | 21007                        | 9/11/2024   | 84.00         | United Sales NW                                                              | Refund duplicate payment of INV #77067491              |
| Miscellaneous Payment | Check               | 21008                        | 9/11/2024   | 100.00        | Wildwood Neighborhood Association - Claire Jurkovich Treasurer               | Resource Conservation Challenge                        |
| Supplier Payment      | Check               | 21009                        | 9/11/2024   | 7,312.50      | Afghan Associates Inc                                                        |                                                        |
| Supplier Payment      | Check               | 21010                        | 9/11/2024   | 763.75        | AKS Engineering & Forestry LLC - Remit-To: Tualatin Address                  |                                                        |
| Supplier Payment      | Check               | 21011                        | 9/11/2024   | 275.00        | AKS Engineering & Forestry LLC - Remit-To: Tualatin Address                  |                                                        |
| Supplier Payment      | Check               | 21012                        | 9/11/2024   | 10,711.57     | A-Line Asphalt Maintenance Inc                                               |                                                        |
| Supplier Payment      | Check               | 21013                        | 9/11/2024   | 798.00        | Allegheny Answering Services                                                 |                                                        |
| Supplier Payment      | Check               | 21014                        | 9/11/2024   | 154.00        | Allegiance Benefit Plan Management Inc (COBRA) - Remit-To: Pensioners        |                                                        |
| Supplier Payment      | Check               | 21015                        | 9/11/2024   | 77.00         | Allegiance Benefit Plan Management Inc (COBRA) - Remit-To: Pensioners        |                                                        |
| Supplier Payment      | Check               | 21016                        | 9/11/2024   | 57.75         | Allegiance Benefit Plan Management Inc (COBRA) - Remit-To: Pensioners        |                                                        |
| Supplier Payment      | Check               | 21017                        | 9/11/2024   | 57.75         | Allegiance Benefit Plan Management Inc (COBRA) - Remit-To: Pensioners        |                                                        |
| Supplier Payment      | Check               | 21018                        | 9/11/2024   | 1,567.26      | Alpine Products Inc                                                          |                                                        |

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

## INVOICE PAYMENTS REPORT

| <u>Category</u>  | <u>Payment Type</u> | <u>Transaction Reference</u> | <u>Date</u> | <u>Amount</u> | <u>Payee</u>                                                                 | <u>Memo</u> |
|------------------|---------------------|------------------------------|-------------|---------------|------------------------------------------------------------------------------|-------------|
| Supplier Payment | Check               | 21019                        | 9/11/2024   | 8,856.29      | Arborscape Ltd Inc                                                           |             |
| Supplier Payment | Check               | 21020                        | 9/11/2024   | 5,114.38      | Berry Dunn McNeil & Parker LLC                                               |             |
| Supplier Payment | Check               | 21021                        | 9/11/2024   | 4,443.40      | Betancourt Torres & Associates LLC                                           |             |
| Supplier Payment | Check               | 21022                        | 9/11/2024   | 48.60         | Bill August Robinson                                                         |             |
| Supplier Payment | Check               | 21023                        | 9/11/2024   | 4,000.50      | BSK Associates - Remit-To: Supplier BSK Associates                           |             |
| Supplier Payment | Check               | 21024                        | 9/11/2024   | 12,045.00     | BTS-Breakthru Training Solutions, Inc.                                       |             |
| Supplier Payment | Check               | 21025                        | 9/11/2024   | 27,608.13     | Cascade Inn                                                                  |             |
| Supplier Payment | Check               | 21026                        | 9/11/2024   | 32,271.11     | CECO Inc                                                                     |             |
| Supplier Payment | Check               | 21027                        | 9/11/2024   | 10.00         | Clark County - Remit-To: Reeta Fees                                          |             |
| Supplier Payment | Check               | 21028                        | 9/11/2024   | 800.00        | Clark County Title Company - Remit-To: Clark County - Reconveyance Fees      |             |
| Supplier Payment | Check               | 21029                        | 9/11/2024   | 1,874.80      | Clark Public Utility District No. 1                                          |             |
| Supplier Payment | Check               | 21030                        | 9/11/2024   | 489.19        | Clark Public Utility District No. 1                                          |             |
| Supplier Payment | Check               | 21031                        | 9/11/2024   | 450.55        | Clark Public Utility District No. 1                                          |             |
| Supplier Payment | Check               | 21032                        | 9/11/2024   | 523.47        | Clark Public Utility District No. 1                                          |             |
| Supplier Payment | Check               | 21033                        | 9/11/2024   | 533.66        | Clark Public Utility District No. 1                                          |             |
| Supplier Payment | Check               | 21034                        | 9/11/2024   | 1,776.48      | Clark Public Utility District No. 1                                          |             |
| Supplier Payment | Check               | 21035                        | 9/11/2024   | 1,792.07      | Clark Public Utility District No. 1                                          |             |
| Supplier Payment | Check               | 21036                        | 9/11/2024   | 193.33        | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |             |
| Supplier Payment | Check               | 21037                        | 9/11/2024   | 149.84        | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |             |
| Supplier Payment | Check               | 21038                        | 9/11/2024   | 6,800.00      | Concord Adult Care Home, LLC                                                 |             |
| Supplier Payment | Check               | 21039                        | 9/11/2024   | 674.17        | Connecta Satellite Solutions LLC                                             |             |
| Supplier Payment | Check               | 21040                        | 9/11/2024   | 1,283.03      | Core and Main LP - Remit-To: Core and Main LP                                |             |
| Supplier Payment | Check               | 21041                        | 9/11/2024   | 47,876.71     | Crafco Inc                                                                   |             |
| Supplier Payment | Check               | 21042                        | 9/11/2024   | 567.12        | CyberSource Corporation - Remit-To: CyberSource - Los Angeles                |             |
| Supplier Payment | Check               | 21043                        | 9/11/2024   | 89,405.75     | Datec Inc                                                                    |             |
| Supplier Payment | Check               | 21044                        | 9/11/2024   | 8,610.00      | David Corey PHD PC                                                           |             |
| Supplier Payment | Check               | 21045                        | 9/11/2024   | 13,230.00     | Davidson Benefits Planning                                                   |             |
| Supplier Payment | Check               | 21046                        | 9/11/2024   | 21,500.00     | DHM LLC                                                                      |             |
| Supplier Payment | Check               | 21047                        | 9/11/2024   | 12,979.48     | Echo Electric LLC                                                            |             |
| Supplier Payment | Check               | 21048                        | 9/11/2024   | 2,208.98      | Emerald Services Inc - Remit-To: Emerald - Pittsburgh                        |             |
| Supplier Payment | Check               | 21049                        | 9/11/2024   | 963.05        | Examworks Inc                                                                |             |
| Supplier Payment | Check               | 21050                        | 9/11/2024   | 54.35         | Experian Marketing Solutions - Remit-To: Experian - Los Angeles              |             |
| Supplier Payment | Check               | 21051                        | 9/11/2024   | 8,690.82      | Fourth Plain Forward                                                         |             |
| Supplier Payment | Check               | 21052                        | 9/11/2024   | 500.00        | Fourth Plain Village Neighborhood Association                                |             |
| Supplier Payment | Check               | 21053                        | 9/11/2024   | 2,064.18      | Genuine Parts Company - Remit-To: NAPA - Vancouver                           |             |
| Supplier Payment | Check               | 21054                        | 9/11/2024   | 186,282.41    | Grade Werks Excavating LLC                                                   |             |
| Supplier Payment | Check               | 21055                        | 9/11/2024   | 8,680.00      | H&H Wood Recyclers                                                           |             |

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## INVOICE PAYMENTS REPORT

| <u>Category</u>  | <u>Payment Type</u> | <u>Transaction Reference</u> | <u>Date</u> | <u>Amount</u> | <u>Payee</u>                                                                  | <u>Memo</u> |
|------------------|---------------------|------------------------------|-------------|---------------|-------------------------------------------------------------------------------|-------------|
| Supplier Payment | Check               | 21056                        | 9/11/2024   | 11,014.43     | HDJ Design Group - Remit-To: HDJ - Portland                                   |             |
| Supplier Payment | Check               | 21057                        | 9/11/2024   | 6,079.96      | Illinois Tool Works                                                           |             |
| Supplier Payment | Check               | 21058                        | 9/11/2024   | 3,977.08      | Invintus Media LLC                                                            |             |
| Supplier Payment | Check               | 21059                        | 9/11/2024   | 223.38        | J-2 Blueprint Supply Co.                                                      |             |
| Supplier Payment | Check               | 21060                        | 9/11/2024   | 3,750.00      | James Rickard Day                                                             |             |
| Supplier Payment | Check               | 21061                        | 9/11/2024   | 1,466.10      | Jamestown Networks                                                            |             |
| Supplier Payment | Check               | 21062                        | 9/11/2024   | 925.00        | Jason C. Bailes PLLC                                                          |             |
| Supplier Payment | Check               | 21063                        | 9/11/2024   | 26,703.85     | KBT Distributing LLC                                                          |             |
| Supplier Payment | Check               | 21064                        | 9/11/2024   | 1,666.50      | Kent & Associates                                                             |             |
| Supplier Payment | Check               | 21065                        | 9/11/2024   | 3,510.00      | Kramer Gehlen & Associates                                                    |             |
| Supplier Payment | Check               | 21066                        | 9/11/2024   | 1,966.56      | Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle                     |             |
| Supplier Payment | Check               | 21067                        | 9/11/2024   | 2,423.02      | Level 3 Financing, Inc                                                        |             |
| Supplier Payment | Check               | 21068                        | 9/11/2024   | 329.37        | Life Safety Corporation                                                       |             |
| Supplier Payment | Check               | 21069                        | 9/11/2024   | 2,473.91      | Loomis Armored US LLC - Remit-To: Loomis - Palatine                           |             |
| Supplier Payment | Check               | 21070                        | 9/11/2024   | 364.15        | Mark IV Enterprises Inc                                                       |             |
| Supplier Payment | Check               | 21071                        | 9/11/2024   | 5,319.50      | Mayer Reed Inc.                                                               |             |
| Supplier Payment | Check               | 21072                        | 9/11/2024   | 1,500.00      | Message Gears LLC                                                             |             |
| Supplier Payment | Check               | 21073                        | 9/11/2024   | 200.00        | Minister & Glaeser Surveying Inc                                              |             |
| Supplier Payment | Check               | 21074                        | 9/11/2024   | 12,431.65     | Nelson Truck Equipment                                                        |             |
| Supplier Payment | Check               | 21075                        | 9/11/2024   | 500.00        | Northfield Neighborhood Association                                           |             |
| Supplier Payment | Check               | 21076                        | 9/11/2024   | 3,526.58      | Northwest Natural Gas Company - Remit-To: NW Natural - Portland               |             |
| Supplier Payment | Check               | 21077                        | 9/11/2024   | 1,419.21      | One Call Concepts Inc                                                         |             |
| Supplier Payment | Check               | 21078                        | 9/11/2024   | 7,295.00      | Othram, Inc.                                                                  |             |
| Supplier Payment | Check               | 21079                        | 9/11/2024   | 54,312.54     | Parametrix, Inc                                                               |             |
| Supplier Payment | Check               | 21080                        | 9/11/2024   | 5,981.68      | Parkeon                                                                       |             |
| Supplier Payment | Check               | 21081                        | 9/11/2024   | 50.00         | PDH Creative                                                                  |             |
| Supplier Payment | Check               | 21082                        | 9/11/2024   | 415.00        | Performance Occupational Health Services, LLC                                 |             |
| Supplier Payment | Check               | 21083                        | 9/11/2024   | 16,968.34     | PPC Solutions Inc                                                             |             |
| Supplier Payment | Check               | 21084                        | 9/11/2024   | 9,528.62      | Qwest Corporation - Remit-To: Qwest Corp- Seattle                             |             |
| Supplier Payment | Check               | 21085                        | 9/11/2024   | 21,610.60     | Raimi & Associates, Inc.                                                      |             |
| Supplier Payment | Check               | 21086                        | 9/11/2024   | 5,429.94      | Rainbow Treecare Scientific Advancement                                       |             |
| Supplier Payment | Check               | 21087                        | 9/11/2024   | 5,880.50      | Rapid Response Bio Clean Inc.                                                 |             |
| Supplier Payment | Check               | 21088                        | 9/11/2024   | 5,500.00      | Resolution Strategies LLP                                                     |             |
| Supplier Payment | Check               | 21089                        | 9/11/2024   | 300.00        | Rush Locates, LLC                                                             |             |
| Supplier Payment | Check               | 21090                        | 9/11/2024   | 87,769.83     | S&B Inc                                                                       |             |
| Supplier Payment | Check               | 21091                        | 9/11/2024   | 4,152.02      | Shrums Pest Control                                                           |             |
| Supplier Payment | Check               | 21092                        | 9/11/2024   | 11,260.60     | Site Workshop Landscape Architecture, LLC                                     |             |
| Supplier Payment | Check               | 21093                        | 9/11/2024   | 33,993.08     | Software House International SHI - Remit-To: SHI - Dallas                     |             |
| Supplier Payment | Check               | 21094                        | 9/11/2024   | 4,886.07      | Soha Sign                                                                     |             |
| Supplier Payment | Check               | 21095                        | 9/11/2024   | 4.82          | State of Oregon Department of Transportation - Remit-To: OR DMV - Salem       |             |
| Supplier Payment | Check               | 21096                        | 9/11/2024   | 601.44        | State of Washington Department of Licensing - Remit-To: Notary Public Program |             |
| Supplier Payment | Check               | 21097                        | 9/11/2024   | 7.01          | Stericycle Inc - Remit-To: Shred-It                                           |             |
| Supplier Payment | Check               | 21098                        | 9/11/2024   | 65.75         | Stericycle Inc - Remit-To: Shred-It                                           |             |
| Supplier Payment | Check               | 21099                        | 9/11/2024   | 4,000.00      | The Arts Centered                                                             |             |
| Supplier Payment | Check               | 21100                        | 9/11/2024   | 20,008.28     | The Columbian Publishing Co                                                   |             |

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## INVOICE PAYMENTS REPORT

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|----------------------|---------------------|------------------------------|-------------|---------------|-----------------------------------------------------------|-------------------------------------------------------------------------------------|
| Supplier Payment     | Check               | 21101                        | 9/11/2024   | 380.45        | Towing & Recovering Services Inc                          |                                                                                     |
| Supplier Payment     | Check               | 21102                        | 9/11/2024   | 400.00        | Triangle Resources Inc                                    |                                                                                     |
| Supplier Payment     | Check               | 21103                        | 9/11/2024   | 108.00        | Vancouver Aire LLC                                        |                                                                                     |
| Supplier Payment     | Check               | 21104                        | 9/11/2024   | 352.22        | Vancouver Bolt and Supply Inc                             |                                                                                     |
| Supplier Payment     | Check               | 21105                        | 9/11/2024   | 6,532.30      | Vector Solutions                                          |                                                                                     |
| Supplier Payment     | Check               | 21106                        | 9/11/2024   | 107.49        | Vestis Group, Inc - Remit-To: Vestis - Pasadena           |                                                                                     |
| Supplier Payment     | Check               | 21107                        | 9/11/2024   | 353.29        | W.B. Sprague Co. Inc.                                     |                                                                                     |
| Supplier Payment     | Check               | 21108                        | 9/11/2024   | 7,540.00      | Washington Trails Association                             |                                                                                     |
| Supplier Payment     | Check               | 21109                        | 9/11/2024   | 13,500.00     | Webb Management Services Inc.                             |                                                                                     |
| Supplier Payment     | Check               | 21110                        | 9/11/2024   | 1,947.90      | Wesco Distribution Inc.                                   |                                                                                     |
| Supplier Payment     | Check               | 21111                        | 9/11/2024   | 4,106.69      | Western Systems Inc                                       |                                                                                     |
| Supplier Payment     | Check               | 21112                        | 9/11/2024   | 1,305.58      | Wex Bank                                                  |                                                                                     |
| Supplier Payment     | Check               | 21113                        | 9/11/2024   | 86,676.96     | WSP USA Inc. - Remit-To: WSP USA Inc. Dallas              |                                                                                     |
| Supplier Payment     | Check               | 21114                        | 9/11/2024   | 1,083.68      | Yakima County                                             |                                                                                     |
| Supplier Payment     | Check               | 21115                        | 9/11/2024   | 2,282.68      | Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc |                                                                                     |
| Cash Advance Payment | Check               | 21116                        | 9/18/2024   | 416.00        | Michael Maini                                             |                                                                                     |
| Ad Hoc Payment       | Check               | 21117                        | 9/18/2024   | 9.56          | Bowen,Randy                                               | Utility Refunds: 0000007659-02                                                      |
| Ad Hoc Payment       | Check               | 21118                        | 9/18/2024   | 55.50         | Casey,Leonard or Denise                                   | Utility Refunds: 0061095082-01                                                      |
| Ad Hoc Payment       | Check               | 21119                        | 9/18/2024   | 206.61        | Chan,Cindy or Jason                                       | Utility Refunds: 0500003478-01                                                      |
| Ad Hoc Payment       | Check               | 21120                        | 9/18/2024   | 79.00         | Chan,Jason                                                | Utility Refunds: 0500003478-01                                                      |
| Ad Hoc Payment       | Check               | 21121                        | 9/18/2024   | 36.09         | Cook,Jeffrey or Jeni                                      | Utility Refunds: 0067015018-05                                                      |
| Ad Hoc Payment       | Check               | 21122                        | 9/18/2024   | 624.98        | Dana Smothers or Janet Hanson                             | Utility Refunds: 0035014112-01                                                      |
| Ad Hoc Payment       | Check               | 21123                        | 9/18/2024   | 78.38         | Danton,Opal                                               | Utility Refunds: 0062063600-00                                                      |
| Ad Hoc Payment       | Check               | 21124                        | 9/18/2024   | 96.88         | Dyer,Denise J                                             | Utility Refunds: 0086012100-00                                                      |
| Ad Hoc Payment       | Check               | 21125                        | 9/18/2024   | 51.57         | Estate of Chuck Pluard                                    | Utility Refunds: 0036047300-01                                                      |
| Ad Hoc Payment       | Check               | 21126                        | 9/18/2024   | 118.00        | Estate of David Fife                                      | Utility Refunds: 0053043518-02                                                      |
| Ad Hoc Payment       | Check               | 21127                        | 9/18/2024   | 153.42        | Graves,Amanda or Benjamin                                 | Utility Refunds: 0061060494-09                                                      |
| Ad Hoc Payment       | Check               | 21128                        | 9/18/2024   | 2,100.09      | Harris,Thomas                                             | Utility Refunds: 0043009900-06<br>Consolidated refund created from multiple refunds |
| Ad Hoc Payment       | Check               | 21129                        | 9/18/2024   | 1,707.53      | Ho,Hieng                                                  | Utility Refunds: 0126003090-02<br>Consolidated refund created from multiple refunds |
| Ad Hoc Payment       | Check               | 21130                        | 9/18/2024   | 246.11        | Hoang Tran,Viet Ba                                        | Utility Refunds: 0002000112-01                                                      |
| Ad Hoc Payment       | Check               | 21131                        | 9/18/2024   | 79.63         | Hoskins,Jessica or Christopher                            | Utility Refunds: 0147001618-02                                                      |
| Ad Hoc Payment       | Check               | 21132                        | 9/18/2024   | 65.45         | Howard,David or Janet                                     | Utility Refunds: 0109000342-02                                                      |
| Ad Hoc Payment       | Check               | 21133                        | 9/18/2024   | 86.13         | Mackay,Robin or Sharyl                                    | Utility Refunds: 0028030105-05                                                      |
| Ad Hoc Payment       | Check               | 21134                        | 9/18/2024   | 87.59         | Nelson,Barbara                                            | Utility Refunds: 0500005249-02                                                      |
| Ad Hoc Payment       | Check               | 21135                        | 9/18/2024   | 23.01         | Sawtooth Real Estate LLC                                  | Utility Refunds: 0063046290-02                                                      |
| Ad Hoc Payment       | Check               | 21136                        | 9/18/2024   | 50.07         | Shawna Frisbee Skourtes                                   | Utility Refunds: 0109362000-01                                                      |

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|------------------|---------------------|------------------------------|-------------|---------------|------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Ad Hoc Payment   | Check               | 21137                        | 9/18/2024   | 201.49        | Skelton,Jeff                                                                       | Utility Refunds:<br>0116018300-05<br>Consolidated refund<br>created from multiple<br>refunds |
| Ad Hoc Payment   | Check               | 21138                        | 9/18/2024   | 127.82        | Smothers,Dana                                                                      | Utility Refunds:<br>0035014112-01                                                            |
| Supplier Payment | Check               | 21139                        | 9/18/2024   | 429.00        | Accurate Corporate Services<br>Inc                                                 |                                                                                              |
| Supplier Payment | Check               | 21140                        | 9/18/2024   | 1,922.67      | Action Technology Systems                                                          |                                                                                              |
| Supplier Payment | Check               | 21141                        | 9/18/2024   | 97.51         | Airgas, Inc                                                                        |                                                                                              |
| Supplier Payment | Check               | 21142                        | 9/18/2024   | 506.25        | AKS Engineering & Forestry<br>LLC - Remit-To: Tualatin<br>Address                  |                                                                                              |
| Supplier Payment | Check               | 21143                        | 9/18/2024   | 265.00        | Allegiance Benefit Plan<br>Management Inc (COBRA)                                  |                                                                                              |
| Supplier Payment | Check               | 21144                        | 9/18/2024   | 38.50         | Allegiance Benefit Plan<br>Management Inc (COBRA) -<br>Remit-To: Pensioners        |                                                                                              |
| Supplier Payment | Check               | 21145                        | 9/18/2024   | 154.00        | Allegiance Benefit Plan<br>Management Inc (COBRA) -<br>Remit-To: Pensioners        |                                                                                              |
| Supplier Payment | Check               | 21146                        | 9/18/2024   | 136.00        | American Sani-Can                                                                  |                                                                                              |
| Supplier Payment | Check               | 21147                        | 9/18/2024   | 3,500.00      | Andrew Prochniak                                                                   |                                                                                              |
| Supplier Payment | Check               | 21148                        | 9/18/2024   | 27,516.68     | Arborscape Ltd Inc                                                                 |                                                                                              |
| Supplier Payment | Check               | 21149                        | 9/18/2024   | 15,380.00     | BAE Urban Economics, Inc.                                                          |                                                                                              |
| Supplier Payment | Check               | 21150                        | 9/18/2024   | 3,319.86      | BHC Consultants LLC                                                                |                                                                                              |
| Supplier Payment | Check               | 21151                        | 9/18/2024   | 8,773.93      | CECO Inc                                                                           |                                                                                              |
| Supplier Payment | Check               | 21152                        | 9/18/2024   | 25,543.23     | Cellco Partnership - Remit-To:<br>Cellco - Dallas                                  |                                                                                              |
| Supplier Payment | Check               | 21153                        | 9/18/2024   | 619.19        | Cintas                                                                             |                                                                                              |
| Supplier Payment | Check               | 21154                        | 9/18/2024   | 148,724.80    | Clary Longview LLC                                                                 |                                                                                              |
| Supplier Payment | Check               | 21155                        | 9/18/2024   | 5,000.00      | Columbia Industrial Training &<br>Education LLC                                    |                                                                                              |
| Supplier Payment | Check               | 21156                        | 9/18/2024   | 5,302.39      | Columbia Resource Company                                                          |                                                                                              |
| Supplier Payment | Check               | 21157                        | 9/18/2024   | 159.95        | Comcast Holdings Corporation -<br>Remit-To: Comcast Business -<br>City of Industry |                                                                                              |
| Supplier Payment | Check               | 21158                        | 9/18/2024   | 32.89         | Comcast Holdings Corporation -<br>Remit-To: Comcast Business -<br>City of Industry |                                                                                              |
| Supplier Payment | Check               | 21159                        | 9/18/2024   | 4,388.92      | Core and Main LP - Remit-To:<br>Core and Main LP                                   |                                                                                              |
| Supplier Payment | Check               | 21160                        | 9/18/2024   | 300.00        | ERF Company Inc                                                                    |                                                                                              |
| Supplier Payment | Check               | 21161                        | 9/18/2024   | 64.00         | Esix Sportswear                                                                    |                                                                                              |
| Supplier Payment | Check               | 21162                        | 9/18/2024   | 5,169.52      | FFA Architecture and Interiors,<br>Inc                                             |                                                                                              |
| Supplier Payment | Check               | 21163                        | 9/18/2024   | 1,476.15      | General Pacific Inc                                                                |                                                                                              |
| Supplier Payment | Check               | 21164                        | 9/18/2024   | 53,742.00     | GeoTerra, Inc.                                                                     |                                                                                              |
| Supplier Payment | Check               | 21165                        | 9/18/2024   | 2,200.00      | Grossenbacher Brothers, Inc.                                                       |                                                                                              |
| Supplier Payment | Check               | 21166                        | 9/18/2024   | 24,779.63     | Groundwater Solutions, Inc.                                                        |                                                                                              |
| Supplier Payment | Check               | 21167                        | 9/18/2024   | 2,322.00      | H&H Wood Recyclers                                                                 |                                                                                              |
| Supplier Payment | Check               | 21168                        | 9/18/2024   | 8,205.00      | Hawks Ridge Assisted Living                                                        |                                                                                              |
| Supplier Payment | Check               | 21169                        | 9/18/2024   | 25,917.00     | Herrera Environmental<br>Consultants Inc                                           |                                                                                              |
| Supplier Payment | Check               | 21170                        | 9/18/2024   | 2,843.92      | Howmedica Osteonics Corp                                                           |                                                                                              |
| Supplier Payment | Check               | 21171                        | 9/18/2024   | 6,943.92      | Iron Mountain Inc - Remit-To:<br>Iron Mountain - New York                          |                                                                                              |
| Supplier Payment | Check               | 21172                        | 9/18/2024   | 2,720.50      | J.S. Held LLC                                                                      |                                                                                              |

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|------------------|---------------------|------------------------------|-------------|---------------|-----------------------------------------------------------------|-------------|
| Supplier Payment | Check               | 21173                        | 9/18/2024   | 45,952.30     | Janus Youth Programs Inc                                        |             |
| Supplier Payment | Check               | 21174                        | 9/18/2024   | 925.00        | Jason C. Bailes PLLC                                            |             |
| Supplier Payment | Check               | 21175                        | 9/18/2024   | 29,630.16     | KBT Distributing LLC                                            |             |
| Supplier Payment | Check               | 21176                        | 9/18/2024   | 1,173.98      | Kurita America Inc - Remit-To: US Water - Minneapolis           |             |
| Supplier Payment | Check               | 21177                        | 9/18/2024   | 46,190.08     | Life Insurance Company of North America                         |             |
| Supplier Payment | Check               | 21178                        | 9/18/2024   | 2,714.15      | Loomis Armored US LLC - Remit-To: Loomis - Palatine             |             |
| Supplier Payment | Check               | 21179                        | 9/18/2024   | 9,480.00      | LSW Architects PC                                               |             |
| Supplier Payment | Check               | 21180                        | 9/18/2024   | 11,131.97     | Mather and Sons Pump Service Inc                                |             |
| Supplier Payment | Check               | 21181                        | 9/18/2024   | 3,560.82      | Maul Foster & Alongi Inc                                        |             |
| Supplier Payment | Check               | 21182                        | 9/18/2024   | 5,600.42      | Northwest Natural Gas Company - Remit-To: NW Natural - Portland |             |
| Supplier Payment | Check               | 21183                        | 9/18/2024   | 3,835.38      | O.S. Systems Inc                                                |             |
| Supplier Payment | Check               | 21184                        | 9/18/2024   | 1,738.50      | Ogletree, Deakins, Nash, Smoak, and Stewart, P.C                |             |
| Supplier Payment | Check               | 21185                        | 9/18/2024   | 150.21        | Orion Medical Supply                                            |             |
| Supplier Payment | Check               | 21186                        | 9/18/2024   | 8,738.42      | Pallet PBC                                                      |             |
| Supplier Payment | Check               | 21187                        | 9/18/2024   | 8,351.42      | Parametrix, Inc                                                 |             |
| Supplier Payment | Check               | 21188                        | 9/18/2024   | 16,185.18     | Passport Labs Inc. - Remit-To: Passport Labs Inc                |             |
| Supplier Payment | Check               | 21189                        | 9/18/2024   | 4,120.00      | Petty Cash Custodian - Remit-To: Lt. Pat Moore                  |             |
| Supplier Payment | Check               | 21190                        | 9/18/2024   | 6,660.00      | Planeteria Media                                                |             |
| Supplier Payment | Check               | 21191                        | 9/18/2024   | 729.00        | Portland Adventist Medical Center                               |             |
| Supplier Payment | Check               | 21192                        | 9/18/2024   | 15,910.35     | PPC Solutions Inc                                               |             |
| Supplier Payment | Check               | 21193                        | 9/18/2024   | 2,443.00      | R & M Plant Procurement                                         |             |
| Supplier Payment | Check               | 21194                        | 9/18/2024   | 1,752.50      | R & W Engineering Inc                                           |             |
| Supplier Payment | Check               | 21195                        | 9/18/2024   | 25,155.00     | Rapid Response Bio Clean Inc.                                   |             |
| Supplier Payment | Check               | 21196                        | 9/18/2024   | 8,682.91      | Ready Rebound, Inc.                                             |             |
| Supplier Payment | Check               | 21197                        | 9/18/2024   | 566.43        | Resolute Documentation Services                                 |             |
| Supplier Payment | Check               | 21198                        | 9/18/2024   | 11,000.00     | Right-Way CDL Academy, LLC                                      |             |
| Supplier Payment | Check               | 21199                        | 9/18/2024   | 25,106.11     | Ron Turley Associates                                           |             |
| Supplier Payment | Check               | 21200                        | 9/18/2024   | 3,038.00      | SafeFire LLC                                                    |             |
| Supplier Payment | Check               | 21201                        | 9/18/2024   | 3,651.13      | Safeware Inc.                                                   |             |
| Supplier Payment | Check               | 21202                        | 9/18/2024   | 18.41         | SeaWestern Inc                                                  |             |
| Supplier Payment | Check               | 21203                        | 9/18/2024   | 13,587.50     | Selectron Technologies, Inc                                     |             |
| Supplier Payment | Check               | 21204                        | 9/18/2024   | 74.86         | Software House International SHI - Remit-To: SHI - Dallas       |             |
| Supplier Payment | Check               | 21205                        | 9/18/2024   | 58,447.50     | Southwest Washington Humane Society                             |             |
| Supplier Payment | Check               | 21206                        | 9/18/2024   | 74,342.38     | Stantec Consulting Services Inc - Remit-To: Stantec - Chicago   |             |
| Supplier Payment | Check               | 21207                        | 9/18/2024   | 1,000.00      | State of Washington Department of Transportation                |             |
| Supplier Payment | Check               | 21208                        | 9/18/2024   | 1,046.75      | State of Washington State Patrol                                |             |
| Supplier Payment | Check               | 21209                        | 9/18/2024   | 16,042.10     | Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena    |             |
| Supplier Payment | Check               | 21210                        | 9/18/2024   | 10,000.00     | Tamarack Management LLC                                         |             |
| Supplier Payment | Check               | 21211                        | 9/18/2024   | 14,649.00     | The Loudenback Corporation                                      |             |
| Supplier Payment | Check               | 21212                        | 9/18/2024   | 680.47        | Towing & Recovering Services Inc                                |             |
| Supplier Payment | Check               | 21213                        | 9/18/2024   | 1,672.24      | Transunion Risk & Alternative Data Solutions Inc                |             |

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## INVOICE PAYMENTS REPORT

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|-----------------------|---------------------|------------------------------|-------------|---------------|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| Supplier Payment      | Check               | 21214                        | 9/18/2024   | 1,401.53      | Trilogy MedWaste West, LLC                                                         |                                                                                         |
| Supplier Payment      | Check               | 21215                        | 9/18/2024   | 4,078.95      | Triple J Enterprises                                                               |                                                                                         |
| Supplier Payment      | Check               | 21216                        | 9/18/2024   | 161,391.97    | TV Etc ESD 112                                                                     |                                                                                         |
| Supplier Payment      | Check               | 21217                        | 9/18/2024   | 545.05        | UKG Kronos Systems LLC -<br>Remit-To: Atlanta                                      |                                                                                         |
| Supplier Payment      | Check               | 21218                        | 9/18/2024   | 4,473.95      | United States Department of<br>Agriculture - Remit-To: USDA<br>APHIS - St Louis    |                                                                                         |
| Supplier Payment      | Check               | 21219                        | 9/18/2024   | 500.00        | United States Postal Service -<br>Remit-To: United States Postal<br>Service Caples |                                                                                         |
| Supplier Payment      | Check               | 21220                        | 9/18/2024   | 331.00        | Vancouver Aire LLC                                                                 |                                                                                         |
| Supplier Payment      | Check               | 21221                        | 9/18/2024   | 377.19        | Vancouver Bolt and Supply Inc                                                      |                                                                                         |
| Supplier Payment      | Check               | 21222                        | 9/18/2024   | 870.62        | Veritext LLC - Remit-To:<br>Veritext LLC                                           |                                                                                         |
| Supplier Payment      | Check               | 21223                        | 9/18/2024   | 489.17        | W.B. Sprague Co. Inc.                                                              |                                                                                         |
| Supplier Payment      | Check               | 21224                        | 9/18/2024   | 6,274.30      | Walter E Nelson Company                                                            |                                                                                         |
| Supplier Payment      | Check               | 21225                        | 9/18/2024   | 36,241.13     | Waste Connections of<br>Washington - Remit-To: Waste<br>Connections - Vancouver    |                                                                                         |
| Supplier Payment      | Check               | 21226                        | 9/18/2024   | 12,635.41     | Waste Connections of<br>Washington - Remit-To: Waste<br>Connections - Vancouver    |                                                                                         |
| Supplier Payment      | Check               | 21227                        | 9/18/2024   | 26,250.00     | Websedge Limited                                                                   |                                                                                         |
| Supplier Payment      | Check               | 21228                        | 9/18/2024   | 7,250.00      | Why Community                                                                      |                                                                                         |
| Supplier Payment      | Check               | 21229                        | 9/18/2024   | 70,938.98     | WSP USA Inc. - Remit-To:<br>WSP USA Inc. Dallas                                    |                                                                                         |
| Miscellaneous Payment | Check               | 21230                        | 9/18/2024   | 58.71         | Ana Chaud                                                                          | Refund parking permit no<br>longer needed due to<br>move.                               |
| Miscellaneous Payment | Check               | 21231                        | 9/18/2024   | 148.00        | Bains Harkanwal                                                                    | RES-336717 (jobsite: 2101<br>Laurel Place)                                              |
| Miscellaneous Payment | Check               | 21232                        | 9/18/2024   | 90.00         | Cassie Rinaker                                                                     | Refund of overpayment to<br>loan#6000141 payoff                                         |
| Miscellaneous Payment | Check               | 21233                        | 9/18/2024   | 91.00         | Fire Protection Services, INC                                                      | Refund duplicate payment<br>to INV#77068013                                             |
| Miscellaneous Payment | Check               | 21234                        | 9/18/2024   | 36.00         | Jessica Blackwood                                                                  | Withdrawn from class due<br>to schedule conflict                                        |
| Miscellaneous Payment | Check               | 21235                        | 9/18/2024   | 45.00         | Lapel, LLC                                                                         | Refund of duplicate<br>payment to INV#77067630                                          |
| Miscellaneous Payment | Check               | 21236                        | 9/18/2024   | 139.43        | Lee Huang                                                                          | Reissue of payroll check<br>payment - Check #645                                        |
| Miscellaneous Payment | Check               | 21237                        | 9/18/2024   | 17,300.00     | NACWA (Inactive)                                                                   | 2025 Membership Dues                                                                    |
| Miscellaneous Payment | Check               | 21238                        | 9/18/2024   | 71.29         | PETER BRUBAKER                                                                     | Refund of parking permit<br>no longer needed                                            |
| Miscellaneous Payment | Check               | 21239                        | 9/18/2024   | 50.00         | Pinky Hook, LLC                                                                    | Refund BL fee for not<br>meeting revenue threshold                                      |
| Miscellaneous Payment | Check               | 21240                        | 9/18/2024   | 50.53         | Professional Credit Service                                                        | Refund for invoice 42029<br>negative trust. Citation<br>7203816172 - WASSON,<br>BRAYDON |
| Miscellaneous Payment | Check               | 21241                        | 9/18/2024   | 91.00         | Western States Fire Equipment                                                      | Refund duplicate payment<br>to INV#77068044                                             |
| Supplier Payment      | Check               | 21242                        | 9/25/2024   | 6,379.09      | Aflac                                                                              |                                                                                         |
| Supplier Payment      | Check               | 21243                        | 9/25/2024   | 6,157.23      | AFSCME Local #307                                                                  |                                                                                         |
| Supplier Payment      | Check               | 21244                        | 9/25/2024   | 334.00        | California State Disbursement<br>Unit                                              |                                                                                         |
| Supplier Payment      | Check               | 21245                        | 9/25/2024   | 1,033.50      | Chapter 13 - Trustee                                                               |                                                                                         |
| Supplier Payment      | Check               | 21246                        | 9/25/2024   | 491.00        | Hawaii SDU                                                                         |                                                                                         |
| Supplier Payment      | Check               | 21247                        | 9/25/2024   | 774.90        | IAM Local #1374                                                                    |                                                                                         |
| Supplier Payment      | Check               | 21248                        | 9/25/2024   | 8,981.48      | Life Insurance Company of<br>North America                                         |                                                                                         |
| Supplier Payment      | Check               | 21249                        | 9/25/2024   | 1,000.00      | MFS Service Center Inc                                                             |                                                                                         |
| Supplier Payment      | Check               | 21250                        | 9/25/2024   | 325.00        | OPEIU Local #11                                                                    |                                                                                         |
| Supplier Payment      | Check               | 21251                        | 9/25/2024   | 4,717.72      | OPEIU Local #11                                                                    |                                                                                         |
| Supplier Payment      | Check               | 21252                        | 9/25/2024   | 814.00        | Teamsters Local #58                                                                |                                                                                         |
| Supplier Payment      | Check               | 21253                        | 9/25/2024   | 262.50        | UA Local #290                                                                      |                                                                                         |

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## INVOICE PAYMENTS REPORT

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|------------------|---------------------|------------------------------|-------------|---------------|---------------------------------------------------------|-------------------------------------------------------------------------------------|
| Supplier Payment | Check               | 21254                        | 9/25/2024   | 3,189.77      | Western Conference of Teamsters                         |                                                                                     |
| Supplier Payment | Check               | 21255                        | 9/25/2024   | 1,351.02      | Western Metal Industry Pension Plan                     |                                                                                     |
| Ad Hoc Payment   | Check               | 21256                        | 9/25/2024   | 92.58         | Amber Schuppert or Jason Sherwood                       | Utility Refunds: 0028035300-04                                                      |
| Ad Hoc Payment   | Check               | 21257                        | 9/25/2024   | 1,799.26      | Avidxchange Inc                                         | Utility Refunds: 0014067880-01                                                      |
| Ad Hoc Payment   | Check               | 21258                        | 9/25/2024   | 282.00        | Baker,Mark or Michelle                                  | Utility Refunds: 0029040600-04                                                      |
| Ad Hoc Payment   | Check               | 21259                        | 9/25/2024   | 152.34        | Betcher,Cherri A or David L                             | Utility Refunds: 0000004263-04                                                      |
| Ad Hoc Payment   | Check               | 21260                        | 9/25/2024   | 68.29         | Birnseth,Tony                                           | Utility Refunds: 0039007921-03                                                      |
| Ad Hoc Payment   | Check               | 21261                        | 9/25/2024   | 120.07        | Brady,Gloria A                                          | Utility Refunds: 0028013600-00                                                      |
| Ad Hoc Payment   | Check               | 21262                        | 9/25/2024   | 114.75        | Caceres,Javier                                          | Utility Refunds: 0045029110-07                                                      |
| Ad Hoc Payment   | Check               | 21263                        | 9/25/2024   | 180.31        | Candelaria,Lauren or Silverio Jr                        | Utility Refunds: 0072026790-04                                                      |
| Ad Hoc Payment   | Check               | 21264                        | 9/25/2024   | 198.84        | Chau,Teresa                                             | Utility Refunds: 0000008465-02                                                      |
| Ad Hoc Payment   | Check               | 21265                        | 9/25/2024   | 195.70        | Courtney Hoover or Emily Opperman                       | Utility Refunds: 0016005300-35                                                      |
| Ad Hoc Payment   | Check               | 21266                        | 9/25/2024   | 36.28         | Cox,Hanna or Joseph                                     | Utility Refunds: 0050001500-12                                                      |
| Ad Hoc Payment   | Check               | 21267                        | 9/25/2024   | 119.77        | Craig,Karen or Patrick                                  | Utility Refunds: 0067020470-04                                                      |
| Ad Hoc Payment   | Check               | 21268                        | 9/25/2024   | 39.91         | Donald G or Linda L Burnett                             | Utility Refunds: 0045027176-01                                                      |
| Ad Hoc Payment   | Check               | 21269                        | 9/25/2024   | 57.00         | DST 150 Llc                                             | Utility Refunds: 0014018502-05                                                      |
| Ad Hoc Payment   | Check               | 21270                        | 9/25/2024   | 329.00        | Eells,Judith                                            | Utility Refunds: 0062018800-01                                                      |
| Ad Hoc Payment   | Check               | 21271                        | 9/25/2024   | 131.47        | Evelyn A Berryhill or Kristine K Zorko or,Carol L Lamon | Utility Refunds: 0068002500-00                                                      |
| Ad Hoc Payment   | Check               | 21272                        | 9/25/2024   | 54.77         | Frument,Salvatore or Carole                             | Utility Refunds: 0000005046-04                                                      |
| Ad Hoc Payment   | Check               | 21273                        | 9/25/2024   | 252.00        | Funk,Rose                                               | Utility Refunds: 0012025210-01<br>Consolidated refund created from multiple refunds |
| Ad Hoc Payment   | Check               | 21274                        | 9/25/2024   | 33.21         | Gere,Kelsey or Madison                                  | Utility Refunds: 0000002870-05                                                      |
| Ad Hoc Payment   | Check               | 21275                        | 9/25/2024   | 131.00        | Godsil,Pamela or Terrence                               | Utility Refunds: 0061099995-07                                                      |
| Ad Hoc Payment   | Check               | 21276                        | 9/25/2024   | 95.06         | Greenland,Joan or Scott                                 | Utility Refunds: 0101002094-03                                                      |
| Ad Hoc Payment   | Check               | 21277                        | 9/25/2024   | 199.69        | Hardy,James                                             | Utility Refunds: 0061084300-16                                                      |
| Ad Hoc Payment   | Check               | 21278                        | 9/25/2024   | 21.08         | Infausto,Ashley or Brandon                              | Utility Refunds: 0045654023-02                                                      |
| Ad Hoc Payment   | Check               | 21279                        | 9/25/2024   | 51.02         | Jordan,Annie                                            | Utility Refunds: 0034002100-10                                                      |
| Ad Hoc Payment   | Check               | 21280                        | 9/25/2024   | 218.09        | Julia Huffman or Derek Johnson                          | Utility Refunds: 0064038500-07                                                      |
| Ad Hoc Payment   | Check               | 21281                        | 9/25/2024   | 157.08        | Karstens,Robyn                                          | Utility Refunds: 0046082090-01                                                      |
| Ad Hoc Payment   | Check               | 21282                        | 9/25/2024   | 116.88        | Kim,Danny                                               | Utility Refunds: 0000006954-04                                                      |
| Ad Hoc Payment   | Check               | 21283                        | 9/25/2024   | 112.85        | Kingsley Ipe or Terue Ipesugawara                       | Utility Refunds: 0079089800-03                                                      |
| Ad Hoc Payment   | Check               | 21284                        | 9/25/2024   | 337.58        | Lanna J Richards Erikson                                | Utility Refunds: 0089003602-08                                                      |
| Ad Hoc Payment   | Check               | 21285                        | 9/25/2024   | 115.00        | Leasure,Heather                                         | Utility Refunds: 0000004864-02                                                      |
| Ad Hoc Payment   | Check               | 21286                        | 9/25/2024   | 168.46        | Lei Liu or Xianglan Wu                                  | Utility Refunds: 0047084151-13                                                      |
| Ad Hoc Payment   | Check               | 21287                        | 9/25/2024   | 36.60         | Leonora Huynh-Watkins or Wyatt Jones                    | Utility Refunds: 0039060000-19                                                      |

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|-----------------------|---------------------|------------------------------|-------------|---------------|--------------------------------------------|----------------------------------------------------------------------------------------------|
| Ad Hoc Payment        | Check               | 21288                        | 9/25/2024   | 140.03        | Melton, Deborah                            | Utility Refunds:<br>0009045700-07                                                            |
| Ad Hoc Payment        | Check               | 21289                        | 9/25/2024   | 44.64         | Miller, Richard or Marlene                 | Utility Refunds:<br>0085044513-02                                                            |
| Ad Hoc Payment        | Check               | 21290                        | 9/25/2024   | 244.00        | Nieman, Susan or Ramona                    | Utility Refunds:<br>0030040100-15<br>Consolidated refund<br>created from multiple<br>refunds |
| Ad Hoc Payment        | Check               | 21291                        | 9/25/2024   | 365.50        | Norris, Kjersten or Jacob                  | Utility Refunds:<br>0114008232-04                                                            |
| Ad Hoc Payment        | Check               | 21292                        | 9/25/2024   | 425.00        | OD Labs Property                           | Utility Refunds:<br>0000002168-04<br>Consolidated refund<br>created from multiple<br>refunds |
| Ad Hoc Payment        | Check               | 21293                        | 9/25/2024   | 75.11         | OD Labs Property                           | Utility Refunds:<br>0074064660-05                                                            |
| Ad Hoc Payment        | Check               | 21294                        | 9/25/2024   | 26.72         | Pfeiffer, Katherine                        | Utility Refunds:<br>0019057400-11                                                            |
| Ad Hoc Payment        | Check               | 21295                        | 9/25/2024   | 419.66        | Pinecone Properties PNW Inc                | Utility Refunds:<br>0113006038-02                                                            |
| Ad Hoc Payment        | Check               | 21296                        | 9/25/2024   | 46.98         | Reid, Jacquelyn or Kodie                   | Utility Refunds:<br>0048052654-06                                                            |
| Ad Hoc Payment        | Check               | 21297                        | 9/25/2024   | 48.75         | Renato or Nina or Rhina or<br>Renzee Comia | Utility Refunds:<br>0065025300-12                                                            |
| Ad Hoc Payment        | Check               | 21298                        | 9/25/2024   | 105.01        | Robert Scougale or Jason<br>Waliwell       | Utility Refunds:<br>0062074300-14                                                            |
| Ad Hoc Payment        | Check               | 21299                        | 9/25/2024   | 25.64         | Romano, Hollie or Jonathan                 | Utility Refunds:<br>0015001000-02                                                            |
| Ad Hoc Payment        | Check               | 21300                        | 9/25/2024   | 119.18        | Roth, Jessica or Adam                      | Utility Refunds:<br>0000005488-02                                                            |
| Ad Hoc Payment        | Check               | 21301                        | 9/25/2024   | 281.00        | Schmidt, Phillip                           | Utility Refunds:<br>0032015900-00                                                            |
| Ad Hoc Payment        | Check               | 21302                        | 9/25/2024   | 62.11         | Smith, Douglas or Sabrina                  | Utility Refunds:<br>0000009215-02                                                            |
| Ad Hoc Payment        | Check               | 21303                        | 9/25/2024   | 503.89        | Tamara Trahan or Tamara<br>Losty           | Utility Refunds:<br>0080011800-04                                                            |
| Ad Hoc Payment        | Check               | 21304                        | 9/25/2024   | 49.48         | The Estate of Eugene Wood                  | Utility Refunds:<br>0009067700-08                                                            |
| Ad Hoc Payment        | Check               | 21305                        | 9/25/2024   | 40.85         | The Estate of James Dudley<br>Campbell     | Utility Refunds:<br>0038033700-03                                                            |
| Ad Hoc Payment        | Check               | 21306                        | 9/25/2024   | 170.90        | The Estate of Judith E Sheldon             | Utility Refunds:<br>0022025100-02                                                            |
| Ad Hoc Payment        | Check               | 21307                        | 9/25/2024   | 80.86         | Tyanna Hill, Trustee                       | Utility Refunds:<br>0085090400-00                                                            |
| Ad Hoc Payment        | Check               | 21308                        | 9/25/2024   | 320.76        | Vigue, Dustin                              | Utility Refunds:<br>0000008827-02                                                            |
| Ad Hoc Payment        | Check               | 21309                        | 9/25/2024   | 71.43         | Westlake, Eleanor                          | Utility Refunds:<br>0032047200-04                                                            |
| Ad Hoc Payment        | Check               | 21310                        | 9/25/2024   | 161.66        | Westwood, John or Roberta                  | Utility Refunds:<br>0075001486-07                                                            |
| Ad Hoc Payment        | Check               | 21311                        | 9/25/2024   | 236.94        | Winters, Kyle                              | Utility Refunds:<br>0000009108-03                                                            |
| Miscellaneous Payment | Check               | 21312                        | 9/25/2024   | 1,300.00      | ALS Northwest                              | ES Park Refund                                                                               |
| Miscellaneous Payment | Check               | 21313                        | 9/25/2024   | 1,300.00      | American Heart Association                 | ES Park Refund                                                                               |
| Miscellaneous Payment | Check               | 21314                        | 9/25/2024   | 2,080.00      | ARC of SW Washington                       | ES Park Refund                                                                               |
| Miscellaneous Payment | Check               | 21315                        | 9/25/2024   | 267.94        | ATLAS MECHANICAL INC                       | MPE-352550                                                                                   |
| Miscellaneous Payment | Check               | 21316                        | 9/25/2024   | 1,900.00      | BRAVO! Concerts Northwest                  | ES Park Refund                                                                               |
| Miscellaneous Payment | Check               | 21317                        | 9/25/2024   | 1,960.00      | Choice Charities                           | ES Park Refund                                                                               |
| Miscellaneous Payment | Check               | 21318                        | 9/25/2024   | 1,500.00      | Cystic Fibrosis Foundation                 | ES Park Refund                                                                               |
| Miscellaneous Payment | Check               | 21319                        | 9/25/2024   | 600.00        | Daisy Valdez                               | Damage Deposit Refund                                                                        |
| Miscellaneous Payment | Check               | 21320                        | 9/25/2024   | 22.24         | David Sisson and Sheila Sisson             | Refund overpayment of<br>loan payoff. Loan<br>#6000690                                       |
| Miscellaneous Payment | Check               | 21321                        | 9/25/2024   | 6.00          | Dosalas                                    | CIVICGOV Refund \$6.00<br>Ldgr.#213110                                                       |
| Miscellaneous Payment | Check               | 21322                        | 9/25/2024   | 744.62        | Ecocraft LLC                               | RES-356081 (jobsite: 123<br>W 38th Street)                                                   |

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|-----------------------|---------------------|------------------------------|-------------|---------------|------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Miscellaneous Payment | Check               | 21323                        | 9/25/2024   | 50.00         | Gary S Cooke                                                                 | Refund duplicate payment for parking ticket Citation#7205301002 |
| Miscellaneous Payment | Check               | 21324                        | 9/25/2024   | 1,601.00      | Gerald Lenocker                                                              | Refunding purchase of Columbarium D-3-23.                       |
| Miscellaneous Payment | Check               | 21325                        | 9/25/2024   | 109.04        | Josiah Kauffman and Emily Kauffman                                           | Refund of parking permit - Customer moved                       |
| Miscellaneous Payment | Check               | 21326                        | 9/25/2024   | 1,960.00      | Ke Kukui Foundation                                                          | ES Park Refund                                                  |
| Miscellaneous Payment | Check               | 21327                        | 9/25/2024   | 50.00         | Lanny Brenner                                                                | Pass Refund                                                     |
| Miscellaneous Payment | Check               | 21328                        | 9/25/2024   | 500.00        | Laurentino Penalosa                                                          | Damage Deposit Refund                                           |
| Miscellaneous Payment | Check               | 21329                        | 9/25/2024   | 30.16         | PLS Engineering                                                              | Refund Parking permit COV12212 - no longer needed               |
| Miscellaneous Payment | Check               | 21330                        | 9/25/2024   | 490.09        | Point Plaza LLC                                                              | ENG-84496                                                       |
| Miscellaneous Payment | Check               | 21331                        | 9/25/2024   | 100.00        | Rose Village Neighborhood Association                                        | 2024 Resource Conservation Challenge                            |
| Miscellaneous Payment | Check               | 21332                        | 9/25/2024   | 192.00        | Soha Sign                                                                    | Refund of duplicate payment to INV#77066944                     |
| Miscellaneous Payment | Check               | 21333                        | 9/25/2024   | 576.00        | Steve Sheerin                                                                | Rained out softball tournament - registration refund            |
| Miscellaneous Payment | Check               | 21334                        | 9/25/2024   | 119.02        | Susan Onesky                                                                 | Refund for permits MPE-293472 & MPE-293862                      |
| Miscellaneous Payment | Check               | 21335                        | 9/25/2024   | 91.00         | TC Hamilton Holdings, LLC                                                    | Refund duplicate payment to INV#77067936                        |
| Miscellaneous Payment | Check               | 21336                        | 9/25/2024   | 500.00        | Vancouver Clinic                                                             | Damage Deposit Refund                                           |
| Supplier Payment      | Check               | 21337                        | 9/25/2024   | 39,485.96     | Accela Inc - Remit-To: Supplier Accela                                       |                                                                 |
| Supplier Payment      | Check               | 21338                        | 9/25/2024   | 1,213.75      | AKS Engineering & Forestry LLC - Remit-To: Tualatin Address                  |                                                                 |
| Supplier Payment      | Check               | 21339                        | 9/25/2024   | 829.38        | Albina Holdings Inc                                                          |                                                                 |
| Supplier Payment      | Check               | 21340                        | 9/25/2024   | 8,669.91      | A-Line Asphalt Maintenance Inc                                               |                                                                 |
| Supplier Payment      | Check               | 21341                        | 9/25/2024   | 48,425.85     | Alpine Products Inc                                                          |                                                                 |
| Supplier Payment      | Check               | 21342                        | 9/25/2024   | 500.00        | ALS Northwest                                                                |                                                                 |
| Supplier Payment      | Check               | 21343                        | 9/25/2024   | 10,772.65     | Bacon Collision                                                              |                                                                 |
| Supplier Payment      | Check               | 21344                        | 9/25/2024   | 8,250.00      | BNSF Railway Company                                                         |                                                                 |
| Supplier Payment      | Check               | 21345                        | 9/25/2024   | 10,778.05     | Brown & Wilson Partnership LLC                                               |                                                                 |
| Supplier Payment      | Check               | 21346                        | 9/25/2024   | 21,115.69     | CECO Inc                                                                     |                                                                 |
| Supplier Payment      | Check               | 21347                        | 9/25/2024   | 1,369.62      | Christenson Electric, Inc.                                                   |                                                                 |
| Supplier Payment      | Check               | 21348                        | 9/25/2024   | 3,317.00      | Cintas                                                                       |                                                                 |
| Supplier Payment      | Check               | 21349                        | 9/25/2024   | 800.00        | Clark County Fire District 5                                                 |                                                                 |
| Supplier Payment      | Check               | 21350                        | 9/25/2024   | 423,054.89    | Clark County - Remit-To: Clark County - Treasurer Vancouver                  |                                                                 |
| Supplier Payment      | Check               | 21351                        | 9/25/2024   | 800.00        | Clark County Title Company - Remit-To: Clark County - Reconveyance Fees      |                                                                 |
| Supplier Payment      | Check               | 21352                        | 9/25/2024   | 1,244.93      | Clark Public Utility District No. 1                                          |                                                                 |
| Supplier Payment      | Check               | 21353                        | 9/25/2024   | 21,409.00     | Columbia Resource Company                                                    |                                                                 |
| Supplier Payment      | Check               | 21354                        | 9/25/2024   | 7,765.83      | Columbia Resource Company                                                    |                                                                 |
| Supplier Payment      | Check               | 21355                        | 9/25/2024   | 199.96        | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |                                                                 |
| Supplier Payment      | Check               | 21356                        | 9/25/2024   | 2,374.27      | Compassion-First Pet Hospitals of Washington, PLLC                           |                                                                 |
| Supplier Payment      | Check               | 21357                        | 9/25/2024   | 6,800.00      | Concord Adult Care Home, LLC                                                 |                                                                 |
| Supplier Payment      | Check               | 21358                        | 9/25/2024   | 18,729.00     | Consor North America Inc                                                     |                                                                 |
| Supplier Payment      | Check               | 21359                        | 9/25/2024   | 9,925.83      | Core and Main LP - Remit-To: Core and Main LP                                |                                                                 |
| Supplier Payment      | Check               | 21360                        | 9/25/2024   | 500.00        | Countryside Woods Neighborhood Association                                   |                                                                 |
| Supplier Payment      | Check               | 21361                        | 9/25/2024   | 333.25        | Courier Northwest                                                            |                                                                 |

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## INVOICE PAYMENTS REPORT

| <u>Category</u>  | <u>Payment Type</u> | <u>Transaction Reference</u> | <u>Date</u> | <u>Amount</u> | <u>Payee</u>                                                                                  | <u>Memo</u> |
|------------------|---------------------|------------------------------|-------------|---------------|-----------------------------------------------------------------------------------------------|-------------|
| Supplier Payment | Check               | 21362                        | 9/25/2024   | 15,000.00     | Dania Rescue Consulting & Language Services, LLC                                              |             |
| Supplier Payment | Check               | 21363                        | 9/25/2024   | 10,065.89     | Echo Electric LLC                                                                             |             |
| Supplier Payment | Check               | 21364                        | 9/25/2024   | 2,894.64      | Elcon Associates Inc                                                                          |             |
| Supplier Payment | Check               | 21365                        | 9/25/2024   | 6,758.75      | Erickson Structural Consulting Engineers                                                      |             |
| Supplier Payment | Check               | 21366                        | 9/25/2024   | 9,692.89      | Esther Short Commons LLP                                                                      |             |
| Supplier Payment | Check               | 21367                        | 9/25/2024   | 963.05        | Examworks Inc                                                                                 |             |
| Supplier Payment | Check               | 21368                        | 9/25/2024   | 500.00        | Fort Vancouver High School Boosters                                                           |             |
| Supplier Payment | Check               | 21369                        | 9/25/2024   | 1,492.67      | Genuine Parts Company - Remit-To: NAPA - Vancouver                                            |             |
| Supplier Payment | Check               | 21370                        | 9/25/2024   | 2,240.00      | Groundwater Solutions, Inc.                                                                   |             |
| Supplier Payment | Check               | 21371                        | 9/25/2024   | 12,967.50     | GVP Ventures Inc                                                                              |             |
| Supplier Payment | Check               | 21372                        | 9/25/2024   | 45,635.32     | Harper Houf Peterson Righellis Inc                                                            |             |
| Supplier Payment | Check               | 21373                        | 9/25/2024   | 500.00        | Hough PTSA                                                                                    |             |
| Supplier Payment | Check               | 21374                        | 9/25/2024   | 1,370.60      | Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh         |             |
| Supplier Payment | Check               | 21375                        | 9/25/2024   | 500.00        | John D Van Beek Music We Remember                                                             |             |
| Supplier Payment | Check               | 21376                        | 9/25/2024   | 22,205.14     | Kar-Gor Inc                                                                                   |             |
| Supplier Payment | Check               | 21377                        | 9/25/2024   | 9,250.37      | King County Directors Association Purchasing Department                                       |             |
| Supplier Payment | Check               | 21378                        | 9/25/2024   | 10,568.16     | Kittelton & Associates Inc                                                                    |             |
| Supplier Payment | Check               | 21379                        | 9/25/2024   | 270.00        | Kramer Gehlen & Associates                                                                    |             |
| Supplier Payment | Check               | 21380                        | 9/25/2024   | 12,144.18     | Lakeyland Inc                                                                                 |             |
| Supplier Payment | Check               | 21381                        | 9/25/2024   | 928.00        | Law, Lyman, Daniel, Kamerrer & Bogdanovich                                                    |             |
| Supplier Payment | Check               | 21382                        | 9/25/2024   | 23,918.08     | Locution Sytems Inc                                                                           |             |
| Supplier Payment | Check               | 21383                        | 9/25/2024   | 18,285.01     | Mascott Equipment Co                                                                          |             |
| Supplier Payment | Check               | 21384                        | 9/25/2024   | 83,538.00     | McCords Vancouver Auto Center                                                                 |             |
| Supplier Payment | Check               | 21385                        | 9/25/2024   | 600.00        | Nagra & Atwal Corporation                                                                     |             |
| Supplier Payment | Check               | 21386                        | 9/25/2024   | 5,204.38      | National Park Service - Remit-To: National Park Service - Pearson Lease                       |             |
| Supplier Payment | Check               | 21387                        | 9/25/2024   | 1,807.89      | National Safety Inc                                                                           |             |
| Supplier Payment | Check               | 21388                        | 9/25/2024   | 13,542.95     | Nelson Nygaard Consulting Associates Inc - Remit-To: Nelson Nygaard Consulting Associates Inc |             |
| Supplier Payment | Check               | 21389                        | 9/25/2024   | 897.41        | Northwest Natural Gas Company - Remit-To: NW Natural - Portland                               |             |
| Supplier Payment | Check               | 21390                        | 9/25/2024   | 3,284.91      | Oldcastle Precast Inc                                                                         |             |
| Supplier Payment | Check               | 21391                        | 9/25/2024   | 61,409.36     | Pacific Golf & Turf LLC                                                                       |             |
| Supplier Payment | Check               | 21392                        | 9/25/2024   | 17,359.98     | PPC Solutions Inc                                                                             |             |
| Supplier Payment | Check               | 21393                        | 9/25/2024   | 6,345.02      | Qwest Corporation - Remit-To: Qwest Corp- Seattle                                             |             |
| Supplier Payment | Check               | 21394                        | 9/25/2024   | 444.00        | Rapid Response Bio Clean Inc.                                                                 |             |
| Supplier Payment | Check               | 21395                        | 9/25/2024   | 5,924.15      | Rigert Landscaping Co                                                                         |             |
| Supplier Payment | Check               | 21396                        | 9/25/2024   | 35,556.21     | Safeware Inc.                                                                                 |             |
| Supplier Payment | Check               | 21397                        | 9/25/2024   | 533.31        | Security Contractors Services                                                                 |             |
| Supplier Payment | Check               | 21398                        | 9/25/2024   | 417.01        | Software House International SHI - Remit-To: SHI - Dallas                                     |             |
| Supplier Payment | Check               | 21399                        | 9/25/2024   | 8,728.00      | Stages Northwest, Inc.                                                                        |             |
| Supplier Payment | Check               | 21400                        | 9/25/2024   | 59,081.25     | Stantec Consulting Services Inc - Remit-To: Stantec - Chicago                                 |             |
| Supplier Payment | Check               | 21401                        | 9/25/2024   | 34,783.13     | Stark Street West, Inc                                                                        |             |

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## INVOICE PAYMENTS REPORT

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|----------------------|---------------------|------------------------------|--------------|---------------------|-------------------------------------------------------------------------------------------------|------------------------|
| Supplier Payment     | Check               | 21402                        | 9/25/2024    | 6.85                | State of Oregon Department of Transportation - Remit-To: OR DMV - Salem                         |                        |
| Supplier Payment     | Check               | 21403                        | 9/25/2024    | 96,400.00           | State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology |                        |
| Supplier Payment     | Check               | 21404                        | 9/25/2024    | 25,692.21           | State of Washington Department of Transportation                                                |                        |
| Supplier Payment     | Check               | 21405                        | 9/25/2024    | 10.36               | Stericycle Inc - Remit-To: Shred-It                                                             |                        |
| Supplier Payment     | Check               | 21406                        | 9/25/2024    | 5,405.11            | Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena                                    |                        |
| Supplier Payment     | Check               | 21407                        | 9/25/2024    | 10,953.70           | SuperTrees Inc                                                                                  |                        |
| Supplier Payment     | Check               | 21408                        | 9/25/2024    | 735.00              | Todd Prager & Associates LLC                                                                    |                        |
| Supplier Payment     | Check               | 21409                        | 9/25/2024    | 217.40              | Towing & Recovering Services Inc                                                                |                        |
| Supplier Payment     | Check               | 21410                        | 9/25/2024    | 647.85              | Triple J Enterprises                                                                            |                        |
| Supplier Payment     | Check               | 21411                        | 9/25/2024    | 11,803.41           | TV Etc ESD 112                                                                                  |                        |
| Supplier Payment     | Check               | 21412                        | 9/25/2024    | 10,000.00           | United States Postal Service - Remit-To: USPS - First Data/Remitco - 52940558                   |                        |
| Supplier Payment     | Check               | 21413                        | 9/25/2024    | 139.14              | Vancouver Bolt and Supply Inc                                                                   |                        |
| Supplier Payment     | Check               | 21414                        | 9/25/2024    | 107.49              | Vestis Group, Inc - Remit-To: Vestis - Pasadena                                                 |                        |
| Supplier Payment     | Check               | 21415                        | 9/25/2024    | 326.12              | W.B. Sprague Co. Inc.                                                                           |                        |
| Supplier Payment     | Check               | 21416                        | 9/25/2024    | 993.51              | Walter E Nelson Company                                                                         |                        |
| Supplier Payment     | Check               | 21417                        | 9/25/2024    | 4,385.00            | Wapiti Aerial Services Inc                                                                      |                        |
| Supplier Payment     | Check               | 21418                        | 9/26/2024    | 561,049.46          | Clark Public Utility District No. 1                                                             |                        |
|                      |                     |                              | <b>Check</b> | <b>4,410,672.81</b> |                                                                                                 |                        |
| Expense Payment      | Direct              | EFT-00263297                 | 9/12/2024    | 5.00                | Chadd Nolan                                                                                     | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00263298                 | 9/12/2024    | 456.95              | Mark Nowak                                                                                      | Employee Reimbursement |
| Cash Advance Payment | Direct              | EFT-00263299                 | 9/12/2024    | 384.00              | Franklin Gomez                                                                                  | Travel Advance         |
| Expense Payment      | Direct              | EFT-00263300                 | 9/12/2024    | 43.47               | Julie Ballou                                                                                    | Employee Reimbursement |
| Cash Advance Payment | Direct              | EFT-00263301                 | 9/12/2024    | 275.01              | Brandon Lore                                                                                    | Travel Advance         |
| Expense Payment      | Direct              | EFT-00263302                 | 9/12/2024    | 963.76              | Ashley Kunze                                                                                    | Employee Reimbursement |
| Cash Advance Payment | Direct              | EFT-00263303                 | 9/12/2024    | 391.99              | Alysha Chandra                                                                                  | Travel Advance         |
| Expense Payment      | Direct              | EFT-00263304                 | 9/12/2024    | 22.50               | Matt Hoover                                                                                     | Employee Reimbursement |
| Cash Advance Payment | Direct              | EFT-00263305                 | 9/12/2024    | 944.00              | Jon Pfister                                                                                     | Travel Advance         |
| Expense Payment      | Direct              | EFT-00263306                 | 9/12/2024    | 146.59              | John Kendall                                                                                    | Employee Reimbursement |
| Cash Advance Payment | Direct              | EFT-00263307                 | 9/12/2024    | 69.00               | Tammy Michelson                                                                                 | Travel Advance         |
| Expense Payment      | Direct              | EFT-00263308                 | 9/12/2024    | 215.91              | Andrew Nevue                                                                                    | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00263309                 | 9/12/2024    | 66.60               | Steve Harris                                                                                    | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00263310                 | 9/12/2024    | 183.49              | Steve Worley                                                                                    | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00263311                 | 9/12/2024    | 296.27              | Timothy Esary                                                                                   | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00263312                 | 9/12/2024    | 80.40               | Tierney Ringnald                                                                                | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00263313                 | 9/12/2024    | 278.27              | Daniel O'Meara                                                                                  | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00263421                 | 9/19/2024    | 1,468.55            | Mark Hazuka                                                                                     | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00263422                 | 9/19/2024    | 220.80              | Bryan Carter                                                                                    | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00263423                 | 9/19/2024    | 199.95              | Jeremiah Frenz                                                                                  | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00263424                 | 9/19/2024    | 340.52              | John Scukanec                                                                                   | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00263425                 | 9/19/2024    | 125.25              | Jeffrey Washburn                                                                                | Employee Reimbursement |
| Cash Advance Payment | Direct              | EFT-00263426                 | 9/19/2024    | 486.00              | Greg Catton                                                                                     | Travel Advance         |
| Cash Advance Payment | Direct              | EFT-00263427                 | 9/19/2024    | 307.06              | Jonathan Schetky                                                                                | Travel Advance         |
| Cash Advance Payment | Direct              | EFT-00263428                 | 9/19/2024    | 307.06              | Mike Nguyen                                                                                     | Travel Advance         |
| Cash Advance Payment | Direct              | EFT-00263429                 | 9/19/2024    | 182.44              | Lon Pluckhahn                                                                                   | Travel Advance         |
| Cash Advance Payment | Direct              | EFT-00263430                 | 9/19/2024    | 307.06              | Abby Powell                                                                                     | Travel Advance         |
| Cash Advance Payment | Direct              | EFT-00263431                 | 9/19/2024    | 206.56              | Jonathan Young                                                                                  | Travel Advance         |
| Cash Advance Payment | Direct              | EFT-00263432                 | 9/19/2024    | 307.06              | Dan Lloyd                                                                                       | Travel Advance         |
| Cash Advance Payment | Direct              | EFT-00263433                 | 9/19/2024    | 258.31              | Tricia Juettemeyer                                                                              | Travel Advance         |
| Cash Advance Payment | Direct              | EFT-00263434                 | 9/19/2024    | 307.06              | Cary Driskell                                                                                   | Travel Advance         |
| Cash Advance Payment | Direct              | EFT-00263435                 | 9/19/2024    | 307.06              | Lacey Nichols                                                                                   | Travel Advance         |
| Cash Advance Payment | Direct              | EFT-00263436                 | 9/19/2024    | 184.13              | Aaron Lande                                                                                     | Travel Advance         |
| Cash Advance Payment | Direct              | EFT-00263437                 | 9/19/2024    | 486.00              | Melissa Sager                                                                                   | Travel Advance         |
| Cash Advance Payment | Direct              | EFT-00263438                 | 9/19/2024    | 486.00              | Tyler Knotts                                                                                    | Travel Advance         |

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|----------------------|---------------------|------------------------------|-----------------------|------------------|----------------------------------------------------------------------------------------------|------------------------|
| Cash Advance Payment | Direct              | EFT-00263439                 | 9/19/2024             | 245.50           | Aaron Lande                                                                                  | Travel Advance         |
| Cash Advance Payment | Direct              | EFT-00263440                 | 9/19/2024             | 352.06           | Lacey Nichols                                                                                | Travel Advance         |
| Cash Advance Payment | Direct              | EFT-00263441                 | 9/19/2024             | 422.00           | Brendan McMillan                                                                             | Travel Advance         |
| Expense Payment      | Direct              | EFT-00263442                 | 9/19/2024             | 324.00           | Scott Kovach                                                                                 | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00263443                 | 9/19/2024             | 410.25           | Chad Eiken                                                                                   | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00263444                 | 9/19/2024             | 364.95           | Frank Dick                                                                                   | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00263445                 | 9/19/2024             | 250.00           | Andrew Gosney                                                                                | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00263446                 | 9/19/2024             | 100.00           | Jonna Papajohn                                                                               | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00263447                 | 9/19/2024             | 88.69            | Nikki Guillot                                                                                | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00263448                 | 9/19/2024             | 8.36             | Patrick Kennedy                                                                              | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00263449                 | 9/19/2024             | 70.00            | Stefania Hicban                                                                              | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00263450                 | 9/19/2024             | 1,712.01         | Kelsey Sanfilippo                                                                            | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00263451                 | 9/19/2024             | 125.25           | Darin Viar                                                                                   | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00263452                 | 9/19/2024             | 195.76           | David Sturbelle                                                                              | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00263453                 | 9/19/2024             | 320.94           | Sophie Ventura                                                                               | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00263454                 | 9/19/2024             | 174.70           | Andrew Evans                                                                                 | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00263455                 | 9/19/2024             | 32.89            | Catherine Morey                                                                              | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00263456                 | 9/19/2024             | 1,219.17         | Mark Castle                                                                                  | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00263457                 | 9/19/2024             | 150.02           | Meagan Renner                                                                                | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00265458                 | 9/26/2024             | 27.08            | Mike McDonald                                                                                | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00265459                 | 9/26/2024             | 456.20           | Timothy Esary                                                                                | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00265460                 | 9/26/2024             | 55.00            | Jake Berg                                                                                    | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00265461                 | 9/26/2024             | 167.12           | Anne McEnerny-Ogle                                                                           | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00265462                 | 9/26/2024             | 88.29            | Bennie Romiti                                                                                | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00265463                 | 9/26/2024             | 47.74            | Rainy Rau                                                                                    | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00265464                 | 9/26/2024             | 603.76           | Geraldene Moyle                                                                              | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00265465                 | 9/26/2024             | 153.14           | Wayne Folkers                                                                                | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00265466                 | 9/26/2024             | 360.00           | Rebecca Kennedy                                                                              | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00265467                 | 9/26/2024             | 22.79            | Kimberly Kapp                                                                                | Employee Reimbursement |
| Expense Payment      | Direct              | EFT-00265468                 | 9/26/2024             | 149.19           | Tyler Chavers                                                                                | Employee Reimbursement |
| Cash Advance Payment | Direct              | EFT-00265469                 | 9/26/2024             | 147.50           | Tanya Wollstein                                                                              | Travel Advance         |
| Cash Advance Payment | Direct              | EFT-00265470                 | 9/26/2024             | 406.76           | Stephenie Urick                                                                              | Travel Advance         |
| Cash Advance Payment | Direct              | EFT-00265471                 | 9/26/2024             | 181.13           | Erik Paulsen                                                                                 | Travel Advance         |
| Cash Advance Payment | Direct              | EFT-00265472                 | 9/26/2024             | 307.06           | Stephenie Urick                                                                              | Travel Advance         |
| Cash Advance Payment | Direct              | EFT-00265473                 | 9/26/2024             | 47.00            | Brian Wilson                                                                                 | Travel Advance         |
| Cash Advance Payment | Direct              | EFT-00265474                 | 9/26/2024             | 114.75           | Olga Dacy                                                                                    | Travel Advance         |
| Cash Advance Payment | Direct              | EFT-00265475                 | 9/26/2024             | 140.75           | Amanda Cestnik                                                                               | Travel Advance         |
|                      |                     |                              | <b>Direct Deposit</b> | <b>21,351.89</b> |                                                                                              |                        |
| Supplier Payment     | EFT                 | EFT-00263292                 | 9/10/2024             | 17,998.25        | Allegiance Benefit Plan Management Inc (COBRA)                                               |                        |
| Supplier Payment     | EFT                 | EFT-00263293                 | 9/10/2024             | 125.47           | Legal Shield                                                                                 |                        |
| Supplier Payment     | EFT                 | EFT-00263294                 | 9/10/2024             | 1,049.70         | Vancouver Command Guild                                                                      |                        |
| Supplier Payment     | EFT                 | EFT-00263295                 | 9/10/2024             | 32,813.57        | IAFF Local #452                                                                              |                        |
| Supplier Payment     | EFT                 | EFT-00263296                 | 9/10/2024             | 12,253.72        | Vancouver Police Officer Guild                                                               |                        |
| Supplier Payment     | EFT                 | EFT-00263314                 | 9/12/2024             | 18,719.64        | PC Specialists Inc - Remit-To: TIG - San Diego                                               |                        |
| Supplier Payment     | EFT                 | EFT-00263315                 | 9/12/2024             | 1,691.01         | PC Specialists Inc - Remit-To: TIG - San Diego                                               |                        |
| Supplier Payment     | EFT                 | EFT-00263316                 | 9/12/2024             | 821.55           | PC Specialists Inc - Remit-To: TIG - San Diego                                               |                        |
| Supplier Payment     | EFT                 | EFT-00263317                 | 9/12/2024             | 3,392.15         | PC Specialists Inc - Remit-To: TIG - San Diego                                               |                        |
| Supplier Payment     | EFT                 | EFT-00263318                 | 9/12/2024             | 20,831.00        | Sustainability Solutions Group USA, Inc. - Remit-To: Sustainability Solutions Group USA, Inc |                        |
| Supplier Payment     | EFT                 | EFT-00263319                 | 9/12/2024             | 1,687.61         | PC Specialists Inc - Remit-To: TIG - San Diego                                               |                        |
| Supplier Payment     | EFT                 | EFT-00263320                 | 9/12/2024             | 380.19           | PC Specialists Inc - Remit-To: TIG - San Diego                                               |                        |
| Supplier Payment     | EFT                 | EFT-00263321                 | 9/12/2024             | 684,790.18       | Colf Construction LLC                                                                        |                        |
| Supplier Payment     | EFT                 | EFT-00263322                 | 9/12/2024             | 1,483.24         | State of Washington Consolidated Technology Services                                         |                        |
| Supplier Payment     | EFT                 | EFT-00263323                 | 9/12/2024             | 3,479.10         | ConvergeOne Inc                                                                              |                        |
| Supplier Payment     | EFT                 | EFT-00263324                 | 9/12/2024             | 79.19            | Ziply Fiber                                                                                  |                        |
| Supplier Payment     | EFT                 | EFT-00263325                 | 9/12/2024             | 10,797.89        | Waxie's Enterprises Inc                                                                      |                        |
| Supplier Payment     | EFT                 | EFT-00263326                 | 9/12/2024             | 8,425.97         | Retail Lockbox Inc                                                                           |                        |
| Supplier Payment     | EFT                 | EFT-00263327                 | 9/12/2024             | 6,000.00         | Vancouver Bee Project                                                                        |                        |
| Supplier Payment     | EFT                 | EFT-00263328                 | 9/12/2024             | 3,802.50         | Kearns & West Inc                                                                            |                        |

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|------------------|---------------------|------------------------------|-------------|---------------|---------------------------------------------------------------------------|-------------|
| Supplier Payment | EFT                 | EFT-00263329                 | 9/12/2024   | 500.00        | Bella Vista Neighborhood Association                                      |             |
| Supplier Payment | EFT                 | EFT-00263330                 | 9/12/2024   | 62,526.93     | Fehr & Peers                                                              |             |
| Supplier Payment | EFT                 | EFT-00263331                 | 9/12/2024   | 4,232.78      | Distinctive Landscape LLC                                                 |             |
| Supplier Payment | EFT                 | EFT-00263332                 | 9/12/2024   | 473,599.03    | Rotschy Inc                                                               |             |
| Supplier Payment | EFT                 | EFT-00263333                 | 9/12/2024   | 2,965.24      | Linguava Interpreters Inc                                                 |             |
| Supplier Payment | EFT                 | EFT-00263334                 | 9/12/2024   | 12,710.25     | Otak Inc                                                                  |             |
| Supplier Payment | EFT                 | EFT-00263335                 | 9/12/2024   | 716.00        | Universal Field Services Inc                                              |             |
| Supplier Payment | EFT                 | EFT-00263336                 | 9/12/2024   | 20,878.14     | Power Systems West                                                        |             |
| Supplier Payment | EFT                 | EFT-00263337                 | 9/12/2024   | 1,158.00      | Keen Independent Research LLC                                             |             |
| Supplier Payment | EFT                 | EFT-00263338                 | 9/12/2024   | 2,663.33      | Commonstreet Consulting, LLC                                              |             |
| Supplier Payment | EFT                 | EFT-00263339                 | 9/12/2024   | 500.00        | Marrion Neighborhood Assoc.                                               |             |
| Supplier Payment | EFT                 | EFT-00263340                 | 9/12/2024   | 146,678.81    | Tapani Inc                                                                |             |
| Supplier Payment | EFT                 | EFT-00263341                 | 9/12/2024   | 2,361.28      | Canopy Wellbeing                                                          |             |
| Supplier Payment | EFT                 | EFT-00263342                 | 9/12/2024   | 1,741.07      | Consolidated Supply Co                                                    |             |
| Supplier Payment | EFT                 | EFT-00263343                 | 9/12/2024   | 229.16        | Purple Communications Inc                                                 |             |
| Supplier Payment | EFT                 | EFT-00263344                 | 9/12/2024   | 14,970.45     | Key Code Media, Inc                                                       |             |
| Supplier Payment | EFT                 | EFT-00263345                 | 9/12/2024   | 6,195.00      | Brad Piesch Aggressive Enterprises, Inc                                   |             |
| Supplier Payment | EFT                 | EFT-00263346                 | 9/12/2024   | 197,011.63    | One Way Trigger LLC                                                       |             |
| Supplier Payment | EFT                 | EFT-00263347                 | 9/12/2024   | 12,125.85     | Captura 22, Inc                                                           |             |
| Supplier Payment | EFT                 | EFT-00263348                 | 9/12/2024   | 1,709.85      | RELX Inc. - Remit-To: LexisNexis - Chicago                                |             |
| Supplier Payment | EFT                 | EFT-00263349                 | 9/12/2024   | 2,731.64      | Accurate Investigation Services                                           |             |
| Supplier Payment | EFT                 | EFT-00263350                 | 9/12/2024   | 9,300.01      | HDR Engineering Inc - Remit-To: HDR Engineering - Chicago                 |             |
| Supplier Payment | EFT                 | EFT-00263351                 | 9/12/2024   | 521.76        | Fire Systems West                                                         |             |
| Supplier Payment | EFT                 | EFT-00263352                 | 9/12/2024   | 12,189.96     | PBS Engineering and Environmental Inc                                     |             |
| Supplier Payment | EFT                 | EFT-00263353                 | 9/12/2024   | 10,716.37     | Copiers Northwest Inc.                                                    |             |
| Supplier Payment | EFT                 | EFT-00263354                 | 9/12/2024   | 6,497.95      | Vancouvercenter Condominium Association                                   |             |
| Supplier Payment | EFT                 | EFT-00263355                 | 9/12/2024   | 1,164.16      | Solid Waste Systems                                                       |             |
| Supplier Payment | EFT                 | EFT-00263356                 | 9/12/2024   | 29,135.34     | Live Love Outreach                                                        |             |
| Supplier Payment | EFT                 | EFT-00263357                 | 9/12/2024   | 16,368.75     | Elizabeth Kunesh                                                          |             |
| Supplier Payment | EFT                 | EFT-00263358                 | 9/12/2024   | 7,973.59      | YWCA Clark County                                                         |             |
| Supplier Payment | EFT                 | EFT-00263359                 | 9/12/2024   | 900.00        | Economic Consultants Oregon Ltd                                           |             |
| Supplier Payment | EFT                 | EFT-00263360                 | 9/12/2024   | 874.14        | Ntooitive Digital LLC                                                     |             |
| Supplier Payment | EFT                 | EFT-00263361                 | 9/12/2024   | 3,707.88      | Western Water Works Supply Co Inc                                         |             |
| Supplier Payment | EFT                 | EFT-00263362                 | 9/12/2024   | 18,482.62     | Halbert Construction Services LLC                                         |             |
| Supplier Payment | EFT                 | EFT-00263363                 | 9/12/2024   | 842.43        | George Elevator Service LLC                                               |             |
| Supplier Payment | EFT                 | EFT-00263364                 | 9/12/2024   | 934.82        | CoStar Reality Information Inc.                                           |             |
| Supplier Payment | EFT                 | EFT-00263365                 | 9/12/2024   | 110.87        | Lasko Printing Specialties Inc                                            |             |
| Supplier Payment | EFT                 | EFT-00263366                 | 9/12/2024   | 5,347.00      | MacKay Sposito Inc                                                        |             |
| Supplier Payment | EFT                 | EFT-00263367                 | 9/12/2024   | 15,837.24     | Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources |             |
| Supplier Payment | EFT                 | EFT-00263368                 | 9/12/2024   | 887.00        | Terracon Consultants Inc                                                  |             |
| Supplier Payment | EFT                 | EFT-00263369                 | 9/12/2024   | 20,101.08     | Whitney Equipment Company Inc                                             |             |
| Supplier Payment | EFT                 | EFT-00263370                 | 9/12/2024   | 7,789.00      | Jeffrey D. Barrar, PS                                                     |             |
| Supplier Payment | EFT                 | EFT-00263371                 | 9/12/2024   | 113,038.71    | Del Sol Inc                                                               |             |
| Supplier Payment | EFT                 | EFT-00263372                 | 9/12/2024   | 3,275.00      | The Gunter Group LLC                                                      |             |
| Supplier Payment | EFT                 | EFT-00263373                 | 9/12/2024   | 1,450.06      | Harry's Key Service Inc                                                   |             |
| Supplier Payment | EFT                 | EFT-00263458                 | 9/19/2024   | 6,709.18      | Hermanson Company, LLC - Remit-To: Hermanson Company, LLC                 |             |

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## INVOICE PAYMENTS REPORT

| <u>Category</u>  | <u>Payment Type</u> | <u>Transaction Reference</u> | <u>Date</u> | <u>Amount</u> | <u>Payee</u>                                                              | <u>Memo</u> |
|------------------|---------------------|------------------------------|-------------|---------------|---------------------------------------------------------------------------|-------------|
| Supplier Payment | EFT                 | EFT-00263459                 | 9/19/2024   | 3,721.51      | Hermanson Company, LLC - Remit-To: Hermanson Company, LLC                 |             |
| Supplier Payment | EFT                 | EFT-00263460                 | 9/19/2024   | 3,035.99      | Vatten Plumbing LLC - Remit-To: Vatten Plumbing LLC                       |             |
| Supplier Payment | EFT                 | EFT-00263461                 | 9/19/2024   | 12,674.67     | Tapani Inc                                                                |             |
| Supplier Payment | EFT                 | EFT-00263462                 | 9/19/2024   | 1,260.00      | Rock Creek Communications, LLC                                            |             |
| Supplier Payment | EFT                 | EFT-00263463                 | 9/19/2024   | 29,288.98     | Walker Consultants, Inc                                                   |             |
| Supplier Payment | EFT                 | EFT-00263464                 | 9/19/2024   | 1,289.18      | Fire Systems West                                                         |             |
| Supplier Payment | EFT                 | EFT-00263465                 | 9/19/2024   | 663.08        | Loma Media Partners                                                       |             |
| Supplier Payment | EFT                 | EFT-00263466                 | 9/19/2024   | 255.99        | Harry's Key Service Inc                                                   |             |
| Supplier Payment | EFT                 | EFT-00263467                 | 9/19/2024   | 11,587.03     | State of Washington Auditor's Office                                      |             |
| Supplier Payment | EFT                 | EFT-00263468                 | 9/19/2024   | 342,724.81    | Kirby Nagelhout Construction Company                                      |             |
| Supplier Payment | EFT                 | EFT-00263469                 | 9/19/2024   | 81,401.78     | Operations Management International Inc                                   |             |
| Supplier Payment | EFT                 | EFT-00263470                 | 9/19/2024   | 32,217.28     | Boyce Home Maintenance, LLC                                               |             |
| Supplier Payment | EFT                 | EFT-00263471                 | 9/19/2024   | 1,738.68      | Sharon Rice                                                               |             |
| Supplier Payment | EFT                 | EFT-00263472                 | 9/19/2024   | 19,236.04     | Council for the Homeless                                                  |             |
| Supplier Payment | EFT                 | EFT-00263473                 | 9/19/2024   | 160,798.00    | Interlaken Inc.                                                           |             |
| Supplier Payment | EFT                 | EFT-00263474                 | 9/19/2024   | 28,379.42     | Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources |             |
| Supplier Payment | EFT                 | EFT-00263475                 | 9/19/2024   | 581,658.11    | Rotschy Inc                                                               |             |
| Supplier Payment | EFT                 | EFT-00263476                 | 9/19/2024   | 43,734.83     | Del Sol Inc                                                               |             |
| Supplier Payment | EFT                 | EFT-00263477                 | 9/19/2024   | 9,534.18      | Brenda Lee Fairbanks - Remit-To: Brenda Lee Fairbanks                     |             |
| Supplier Payment | EFT                 | EFT-00263478                 | 9/19/2024   | 652.20        | Hero Fence LLP                                                            |             |
| Supplier Payment | EFT                 | EFT-00263479                 | 9/19/2024   | 3,910.00      | IXP Corporation                                                           |             |
| Supplier Payment | EFT                 | EFT-00263480                 | 9/19/2024   | 9,250.00      | Vancouver National Historic Reserve Trust                                 |             |
| Supplier Payment | EFT                 | EFT-00263481                 | 9/19/2024   | 1,962.04      | Better Air Northwest, LLC                                                 |             |
| Supplier Payment | EFT                 | EFT-00263482                 | 9/19/2024   | 5,484.09      | Lifeline Connections                                                      |             |
| Supplier Payment | EFT                 | EFT-00263483                 | 9/19/2024   | 13,437.77     | Second Step Housing                                                       |             |
| Supplier Payment | EFT                 | EFT-00263484                 | 9/19/2024   | 18,536.40     | Mackay Sposito Inc                                                        |             |
| Supplier Payment | EFT                 | EFT-00263485                 | 9/19/2024   | 195.00        | Purple Communications Inc                                                 |             |
| Supplier Payment | EFT                 | EFT-00263486                 | 9/19/2024   | 51,530.00     | Sazan Group, Inc                                                          |             |
| Supplier Payment | EFT                 | EFT-00263487                 | 9/19/2024   | 1,312.74      | Bound Tree Medical LLC                                                    |             |
| Supplier Payment | EFT                 | EFT-00263488                 | 9/19/2024   | 31,514.25     | Halbert Construction Services LLC                                         |             |
| Supplier Payment | EFT                 | EFT-00263489                 | 9/19/2024   | 728.00        | QuickCaption                                                              |             |
| Supplier Payment | EFT                 | EFT-00263490                 | 9/19/2024   | 275.00        | Northwest Print Inc                                                       |             |
| Supplier Payment | EFT                 | EFT-00263491                 | 9/19/2024   | 377.41        | Western Water Works Supply Co Inc                                         |             |
| Supplier Payment | EFT                 | EFT-00263492                 | 9/19/2024   | 1,065.54      | Distinctive Landscape LLC                                                 |             |
| Supplier Payment | EFT                 | EFT-00263493                 | 9/19/2024   | 359,575.93    | Blackline Inc                                                             |             |
| Supplier Payment | EFT                 | EFT-00263494                 | 9/19/2024   | 11,033.05     | George Elevator Service LLC                                               |             |
| Supplier Payment | EFT                 | EFT-00263495                 | 9/19/2024   | 2,759.56      | Linguava Interpreters Inc                                                 |             |
| Supplier Payment | EFT                 | EFT-00263496                 | 9/19/2024   | 18,537.48     | Ferguson Enterprises - Remit-To: Ferguson - Dallas                        |             |
| Supplier Payment | EFT                 | EFT-00263497                 | 9/19/2024   | 100,651.84    | Do Good Multnomah                                                         |             |
| Supplier Payment | EFT                 | EFT-00263498                 | 9/19/2024   | 141,778.00    | Jeffrey D. Barrar, PS                                                     |             |
| Supplier Payment | EFT                 | EFT-00263499                 | 9/19/2024   | 505,714.38    | Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco           |             |
| Supplier Payment | EFT                 | EFT-00263500                 | 9/19/2024   | 6,022.94      | Power Systems West                                                        |             |
| Supplier Payment | EFT                 | EFT-00263501                 | 9/19/2024   | 1,350.00      | Thomas Garvey                                                             |             |
| Supplier Payment | EFT                 | EFT-00263502                 | 9/19/2024   | 30,109.90     | NJB Soft, LLC                                                             |             |
| Supplier Payment | EFT                 | EFT-00263503                 | 9/19/2024   | 200,575.64    | Jacobs Engineering Group Inc                                              |             |
| Supplier Payment | EFT                 | EFT-00263504                 | 9/19/2024   | 89.14         | ICC Codification, Inc.                                                    |             |
| Supplier Payment | EFT                 | EFT-00263505                 | 9/19/2024   | 7,489.79      | Clark County Volunteer Lawyers Program                                    |             |

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## INVOICE PAYMENTS REPORT

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|------------------|---------------------|------------------------------|-------------|---------------|----------------------------------------------------------------------------------------------|-------------|
| Supplier Payment | EFT                 | EFT-00263506                 | 9/19/2024   | 4,178.50      | Marten Law LLP                                                                               |             |
| Supplier Payment | EFT                 | EFT-00263507                 | 9/19/2024   | 12,249.41     | Magnet Forensics, LLC                                                                        |             |
| Supplier Payment | EFT                 | EFT-00265453                 | 9/25/2024   | 1,049.70      | Vancouver Command Guild                                                                      |             |
| Supplier Payment | EFT                 | EFT-00265454                 | 9/25/2024   | 125.47        | Legal Shield                                                                                 |             |
| Supplier Payment | EFT                 | EFT-00265455                 | 9/25/2024   | 17,864.92     | Allegiance Benefit Plan Management Inc (COBRA)                                               |             |
| Supplier Payment | EFT                 | EFT-00265456                 | 9/25/2024   | 32,620.51     | IAFF Local #452                                                                              |             |
| Supplier Payment | EFT                 | EFT-00265457                 | 9/25/2024   | 12,192.25     | Vancouver Police Officer Guild                                                               |             |
| Supplier Payment | EFT                 | EFT-00265476                 | 9/26/2024   | 8,351.63      | Fehr & Peers                                                                                 |             |
| Supplier Payment | EFT                 | EFT-00265477                 | 9/26/2024   | 547.84        | Ferguson Enterprises - Remit-To: Ferguson - Dallas                                           |             |
| Supplier Payment | EFT                 | EFT-00265478                 | 9/26/2024   | 48,089.53     | Operations Management International Inc                                                      |             |
| Supplier Payment | EFT                 | EFT-00265479                 | 9/26/2024   | 16,801.68     | Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources                    |             |
| Supplier Payment | EFT                 | EFT-00265480                 | 9/26/2024   | 434.80        | Hero Fence LLP                                                                               |             |
| Supplier Payment | EFT                 | EFT-00265481                 | 9/26/2024   | 907,187.77    | Tapani Inc                                                                                   |             |
| Supplier Payment | EFT                 | EFT-00265482                 | 9/26/2024   | 4,250.00      | Sazan Group, Inc                                                                             |             |
| Supplier Payment | EFT                 | EFT-00265483                 | 9/26/2024   | 27,699.11     | Pacific Landscape Services Inc                                                               |             |
| Supplier Payment | EFT                 | EFT-00265484                 | 9/26/2024   | 1,461,947.69  | SAK Construction LLC                                                                         |             |
| Supplier Payment | EFT                 | EFT-00265485                 | 9/26/2024   | 1,412.02      | Key Code Media, Inc                                                                          |             |
| Supplier Payment | EFT                 | EFT-00265486                 | 9/26/2024   | 1,089.83      | HDR Engineering Inc - Remit-To: HDR Engineering - Chicago                                    |             |
| Supplier Payment | EFT                 | EFT-00265487                 | 9/26/2024   | 114.64        | Waxie's Enterprises Inc                                                                      |             |
| Supplier Payment | EFT                 | EFT-00265488                 | 9/26/2024   | 12,131.05     | Captura 22, Inc                                                                              |             |
| Supplier Payment | EFT                 | EFT-00265489                 | 9/26/2024   | 42,869.92     | Alta Planning & Design                                                                       |             |
| Supplier Payment | EFT                 | EFT-00265490                 | 9/26/2024   | 323.07        | Archaeological Investigations Northwest Inc                                                  |             |
| Supplier Payment | EFT                 | EFT-00265491                 | 9/26/2024   | 7,500.00      | Arbutus Consulting LLC                                                                       |             |
| Supplier Payment | EFT                 | EFT-00265492                 | 9/26/2024   | 20,165.42     | Wapiti NW LLC                                                                                |             |
| Supplier Payment | EFT                 | EFT-00265493                 | 9/26/2024   | 47,100.53     | Share                                                                                        |             |
| Supplier Payment | EFT                 | EFT-00265494                 | 9/26/2024   | 450.00        | Andrews Terry Jeffers LLP                                                                    |             |
| Supplier Payment | EFT                 | EFT-00265495                 | 9/26/2024   | 21,555.86     | Live Love Outreach                                                                           |             |
| Supplier Payment | EFT                 | EFT-00265496                 | 9/26/2024   | 1,320.23      | ICC Codification, Inc.                                                                       |             |
| Supplier Payment | EFT                 | EFT-00265497                 | 9/26/2024   | 9,850.00      | Sustainability Solutions Group USA, Inc. - Remit-To: Sustainability Solutions Group USA, Inc |             |
| Supplier Payment | EFT                 | EFT-00265498                 | 9/26/2024   | 3,023.06      | Nolan Merriman                                                                               |             |
| Supplier Payment | EFT                 | EFT-00265499                 | 9/26/2024   | 1,031.45      | Praxair Distribution Inc                                                                     |             |
| Supplier Payment | EFT                 | EFT-00265500                 | 9/26/2024   | 97,672.81     | Thrive2Survive                                                                               |             |
| Supplier Payment | EFT                 | EFT-00265501                 | 9/26/2024   | 38.38         | Ziply Fiber                                                                                  |             |
| Supplier Payment | EFT                 | EFT-00265502                 | 9/26/2024   | 53,827.00     | The Exhibits Department, LLC                                                                 |             |
| Supplier Payment | EFT                 | EFT-00265503                 | 9/26/2024   | 500.00        | Vancouver National Historic Reserve Trust                                                    |             |
| Supplier Payment | EFT                 | EFT-00265504                 | 9/26/2024   | 95.00         | T2 Systems Inc - Remit-To: T2-Atlanta                                                        |             |
| Supplier Payment | EFT                 | EFT-00265505                 | 9/26/2024   | 2,958.63      | PBS Engineering and Environmental Inc                                                        |             |
| Supplier Payment | EFT                 | EFT-00265506                 | 9/26/2024   | 200.22        | Lasko Printing Specialties Inc                                                               |             |
| Supplier Payment | EFT                 | EFT-00265507                 | 9/26/2024   | 733.73        | Fire Systems West                                                                            |             |
| Supplier Payment | EFT                 | EFT-00265508                 | 9/26/2024   | 1,152.45      | Copiers Northwest Inc.                                                                       |             |
| Supplier Payment | EFT                 | EFT-00265509                 | 9/26/2024   | 2,000.00      | Pacific Talent Inc                                                                           |             |
| Supplier Payment | EFT                 | EFT-00265510                 | 9/26/2024   | 6,812.70      | Jacobs Engineering Group Inc                                                                 |             |
| Supplier Payment | EFT                 | EFT-00265511                 | 9/26/2024   | 5,650.75      | Pitney Bowes Inc                                                                             |             |
| Supplier Payment | EFT                 | EFT-00265512                 | 9/26/2024   | 440.00        | Rotschy Inc                                                                                  |             |
| Supplier Payment | EFT                 | EFT-00265513                 | 9/26/2024   | 9,910.00      | Pacifica Law Group LLP                                                                       |             |
| Supplier Payment | EFT                 | EFT-00265514                 | 9/26/2024   | 254.36        | Harry's Key Service Inc                                                                      |             |
| Supplier Payment | EFT                 | EFT-00265515                 | 9/26/2024   | 5,320.00      | StreamlineAM LLC                                                                             |             |

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|--------------------------|---------------------|------------------------------|-------------|---------------------|-----------------------------------------------------------------------------|-------------|
| Supplier Payment         | EFT                 | EFT-00265516                 | 9/26/2024   | 26,278.77           | Consolidated Electrical Distribution                                        |             |
| Supplier Payment         | EFT                 | EFT-00265517                 | 9/26/2024   | 2,347.82            | Commonstreet Consulting, LLC                                                |             |
|                          |                     |                              | <b>EFT</b>  | <b>7,925,819.45</b> |                                                                             |             |
| Supplier Payment         | Manual Wire         |                              | 9/9/2024    | 90,297.04           | Blue Cross Blue Shield of Oregon                                            |             |
| Supplier Payment         | Manual Wire         |                              | 9/9/2024    | 138,043.70          | Reliastar Life Insurance Co                                                 |             |
| Supplier Payment         | Manual Wire         |                              | 9/9/2024    | 1,656.00            | VSP Vision Care Inc                                                         |             |
| Supplier Payment         | Manual Wire         |                              | 9/9/2024    | 182.63              | Allegiance Benefit Plan Management Inc (COBRA) - Remit-To: COBRA            |             |
| Supplier Payment         | Manual Wire         |                              | 9/10/2024   | 318,906.57          | International City Management Association Retirement Corporation            |             |
| Supplier Payment         | Manual Wire         |                              | 9/10/2024   | 6,067.77            | Washington SDU                                                              |             |
| Supplier Payment         | Manual Wire         |                              | 9/10/2024   | 22,531.09           | Western States Health & Welfare Trust                                       |             |
| Supplier Payment         | Manual Wire         |                              | 9/10/2024   | 33,840.00           | Vancouver Firefighters Union Health & Welfare Trust                         |             |
| Supplier Payment         | Manual Wire         |                              | 9/10/2024   | 28,625.00           | Washington State Firefighters                                               |             |
| Supplier Payment         | Manual Wire         |                              | 9/10/2024   | 604.00              | Oregon SDU                                                                  |             |
| Supplier Payment         | Manual Wire         |                              | 9/10/2024   | 935,478.41          | State of Washington Department of Retirement Systems (DRS)                  |             |
| Supplier Payment         | Manual Wire         |                              | 9/10/2024   | 63,957.86           | State of Washington Department of Retirement Systems (DRS)                  |             |
| Supplier Payment         | Manual Wire         |                              | 9/10/2024   | 277.52              | Keybank National Association                                                |             |
| Supplier Payment         | Manual Wire         |                              | 9/11/2024   | 1,303,764.06        | Internal Revenue Service                                                    |             |
| Supplier Payment         | Manual Wire         |                              | 9/12/2024   | 47,429.13           | State of Oregon Department of Revenue                                       |             |
| Supplier Payment         | Manual Wire         |                              | 9/12/2024   | 13,509.67           | Bank Of America N.A. - Remit-To: Charlotte NC                               |             |
| Supplier Payment         | Manual Wire         |                              | 9/13/2024   | 253,360.67          | Clark County - Remit-To: Clark County - Treasurer Vancouver                 |             |
| Supplier Payment         | Manual Wire         |                              | 9/13/2024   | 77,273.89           | Liberty Mutual Group Inc.                                                   |             |
| Supplier Payment         | Manual Wire         |                              | 9/13/2024   | 111,443.21          | Blue Cross Blue Shield of Oregon                                            |             |
| Supplier Payment         | Manual Wire         |                              | 9/13/2024   | 19,821.80           | Washington Dental Service                                                   |             |
| Supplier Payment         | Manual Wire         |                              | 9/13/2024   | 6,971.61            | Washington Dental Service                                                   |             |
| Procurement Card Payment | Manual Wire         |                              | 9/13/2024   | 887,187.15          | CoV JPM Procurement Card                                                    |             |
| Supplier Payment         | Manual Wire         |                              | 9/16/2024   | 174.99              | JP Morgan Chase Bank, N.A.                                                  |             |
| Supplier Payment         | Manual Wire         |                              | 9/17/2024   | 396,841.70          | Kaiser Permanente - Remit-To: Kaiser Permanente                             |             |
| Supplier Payment         | Manual Wire         |                              | 9/17/2024   | 152.95              | Bank Of America N.A. - Remit-To: Account Analysis                           |             |
| Supplier Payment         | Manual Wire         |                              | 9/19/2024   | 45,451.63           | Liberty Mutual Group Inc.                                                   |             |
| Supplier Payment         | Manual Wire         |                              | 9/19/2024   | 3,789.00            | State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit |             |
| Supplier Payment         | Manual Wire         |                              | 9/19/2024   | 246,522.20          | Blue Cross Blue Shield of Oregon                                            |             |
| Supplier Payment         | Manual Wire         |                              | 9/19/2024   | 21,299.20           | Washington Dental Service                                                   |             |
| Supplier Payment         | Manual Wire         |                              | 9/25/2024   | 22,836.99           | Western States Health & Welfare Trust                                       |             |
| Supplier Payment         | Manual Wire         |                              | 9/25/2024   | 28,625.00           | Washington State Firefighters                                               |             |

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|------------------|---------------------|------------------------------|----------------|---------------|------------------------------------------------------------------|---------------------------------------------------------|
| Supplier Payment | Manual Wire         |                              | 9/25/2024      | 33,867.50     | Vancouver Firefighters Union Health & Welfare Trust              |                                                         |
| Supplier Payment | Manual Wire         |                              | 9/25/2024      | 320,879.78    | International City Management Association Retirement Corporation |                                                         |
| Supplier Payment | Manual Wire         |                              | 9/25/2024      | 6,067.77      | Washington SDU                                                   |                                                         |
| Supplier Payment | Manual Wire         |                              | 9/25/2024      | 604.00        | Oregon SDU                                                       |                                                         |
| Supplier Payment | Manual Wire         |                              | 9/25/2024      | 60,591.07     | State of Washington Department of Retirement Systems (DRS)       |                                                         |
| Supplier Payment | Manual Wire         |                              | 9/26/2024      | 1,253,867.72  | Internal Revenue Service                                         |                                                         |
| Supplier Payment | Manual Wire         |                              | 9/26/2024      | 11,525.10     | Superior, LLC                                                    |                                                         |
| Supplier Payment | Manual Wire         |                              | 9/26/2024      | 516,263.92    | State of Washington Department of Revenue                        |                                                         |
| Supplier Payment | Manual Wire         |                              | 9/26/2024      | 73,665.03     | Paymentus Corporation                                            |                                                         |
| Supplier Payment | Manual Wire         |                              | 9/27/2024      | 90,001.53     | Liberty Mutual Group Inc.                                        |                                                         |
| Supplier Payment | Manual Wire         |                              | 9/27/2024      | 282,323.20    | Blue Cross Blue Shield of Oregon                                 |                                                         |
| Supplier Payment | Manual Wire         |                              | 9/27/2024      | 24,615.90     | Washington Dental Service                                        |                                                         |
| Supplier Payment | Manual Wire         |                              | 9/27/2024      | 12,498.00     | Bank Of America N.A. - Remit-To: Charlotte NC                    |                                                         |
| Supplier Payment | Manual Wire         |                              | 9/27/2024      | 46,595.19     | State of Oregon Department of Revenue                            |                                                         |
|                  |                     |                              | Manual Wire    | 7,860,288.15  |                                                                  |                                                         |
|                  |                     |                              | Checks         | 4,410,672.81  |                                                                  |                                                         |
|                  |                     |                              | Direct Deposit | 21,351.89     |                                                                  |                                                         |
|                  |                     |                              | EFT            | 7,925,819.45  |                                                                  |                                                         |
|                  |                     |                              |                |               |                                                                  |                                                         |
|                  |                     |                              | 9/16/2024      | 10,462.90     | City Payments                                                    | Posted 09-09-24 to 09-15-24                             |
|                  |                     |                              | 9/23/2024      | 17,452.60     | City Payments                                                    | Posted 09-16-24 to 09-22-24                             |
|                  |                     |                              | 9/30/2024      | 10,850.09     | City Payments                                                    | Posted 09-23-24 to 09-29-24                             |
|                  |                     |                              | Hansen Total   | 38,765.59     |                                                                  |                                                         |
|                  |                     |                              |                |               |                                                                  |                                                         |
|                  |                     |                              |                |               |                                                                  |                                                         |
|                  |                     |                              |                |               |                                                                  |                                                         |
|                  |                     |                              | 9/16/2024      | 1,136.00      | Miscellaneous                                                    | Parks Class Refunds FCC 09-09-24 to 09-15-24            |
|                  |                     |                              | 9/16/2024      | 2,693.00      | Miscellaneous                                                    | Parks Class Refunds MCC 09-09-24 to 09-15-24            |
|                  |                     |                              | 9/23/2024      | 837.25        | Miscellaneous                                                    | Parks Class Refunds FCC 09-16-24 to 09-22-24            |
|                  |                     |                              | 9/23/2024      | 300.00        | Miscellaneous                                                    | Parks Class Refunds MCC 09-16-24 to 09-22-24            |
|                  |                     |                              | 9/23/2024      | 2,800.00      | Miscellaneous                                                    | Parks Class Refunds Special Events 09-16-24 to 09-22-24 |
|                  |                     |                              | 9/30/2024      | 617.00        | Miscellaneous                                                    | Parks Class Refunds FCC 09-23-24 to 09-29-24            |
|                  |                     |                              | 9/30/2024      | 1,202.25      | Miscellaneous                                                    | Parks Class Refunds MCC 09-23-24 to 09-29-24            |
|                  |                     |                              | 9/30/2024      | 2,600.00      | Miscellaneous                                                    | Parks Class Refunds Special Events 09-23-24 to 09-29-24 |
|                  |                     |                              | VISA Total     | 12,185.50     |                                                                  |                                                         |
|                  |                     |                              |                |               |                                                                  |                                                         |
|                  |                     |                              | Payroll Total  | 8,523,225.11  |                                                                  |                                                         |
|                  |                     |                              |                |               |                                                                  |                                                         |
|                  |                     |                              | GRAND TOTAL    | 28,792,308.50 |                                                                  |                                                         |
|                  |                     |                              |                |               |                                                                  |                                                         |
|                  |                     |                              |                |               |                                                                  |                                                         |

City of Vancouver  
Payroll Council Report  
September 09, 2024 - September 29, 2024

| Check No.       | Date     | Explanation                    | Amount          |
|-----------------|----------|--------------------------------|-----------------|
| 2374 - 2404     | 09/10/24 | September 10th Payroll         | \$ 10,301.41    |
| 261321 - 263256 | 09/10/24 | September 10th Direct Deposits | \$ 4,280,518.91 |
| 2405 - 2427     | 09/25/24 | September 25th Payroll         | \$ 7,757.76     |
| 263508 - 265443 | 09/25/24 | September 25th Direct Deposits | \$ 4,174,920.63 |
| 2428 - 2435     | 09/30/24 | 09 2024 Pension Payoll         | \$ 9,090.23     |
| 265518 - 265561 | 09/30/24 | 9/2024 Pension Direct Deposits | \$ 40,636.17    |
| N/A             | 09/25/24 | 9/25/2024 NACHA Return         | \$ (4,182.37)   |
| 2436            | 09/25/24 | Replacement for NACHA Return   | \$ 4,182.37     |
|                 |          |                                |                 |
|                 |          |                                |                 |
|                 |          |                                |                 |
|                 |          |                                |                 |
|                 |          |                                |                 |
|                 |          |                                |                 |

\$ 8,523,225.11

**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:** October 7, 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.  
September 16, 2024 - Consent 1st Reading.

**Action Requested**

On Monday, October 7, 2024, upon second reading and public hearing, approve the ordinance. 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](mailto: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 McEnerny-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](http://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 1<sup>st</sup>, 2020. It is agreed services hereunder shall be completed by December 31<sup>st</sup>, 2024. The City reserves the right to offer a Contract extension for an additional one (1) year for a total Contract term not to exceed five (5) years.

6. Delays and Extensions of Time.

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

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed must be referenced on any invoice submitted for payment.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Requests for pricing adjustments shall be supported by the applicable Consumer Price Index – All Urban Consumers (Seattle-Tacoma-Bremerton WA) area and shall be submitted before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

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

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to [www.bls.dor.wa.gov/cities/vancouver.aspx](http://www.bls.dor.wa.gov/cities/vancouver.aspx) or [www.cityofvancouver.us/businesslicense](http://www.cityofvancouver.us/businesslicense), to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any

claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

**13. Insurance.**

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

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. **City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance

of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

g. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

h. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

i. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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

#### 14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel  
City of Vancouver

Contractor:

Keller Associates, Incorporated  
Attn: Peter Olsen



415 W 6<sup>th</sup> 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 27<sup>th</sup> day of January, 2020

**CITY OF VANCOUVER,**  
A municipal corporation

  
Eric Holmes, City Manager

**CONTRACTOR:**  
Keller Associates, Incorporated

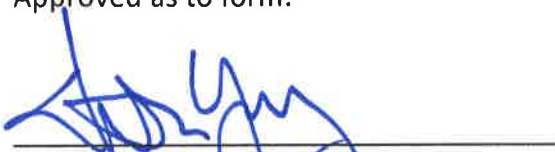
  
Signature:

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**

| <b>Personnel Classification</b>                         | <b>2020<br/>Hourly Rate</b> |   |       |
|---------------------------------------------------------|-----------------------------|---|-------|
| <b>Project Engineer - I (EI)</b>                        | \$95                        | - | \$115 |
| <b>Project Manager - I (PE)</b>                         | \$120                       | - | \$165 |
| <b>Project Engineer - II (PE)</b>                       | \$120                       | - | \$205 |
| <b>Project Manager - II (PE)</b>                        | \$165                       | - | \$220 |
| <b>CAD - I</b>                                          | \$85                        | - | \$110 |
| <b>CAD - II</b>                                         | \$115                       | - | \$165 |
| <b>Engineering Student</b>                              | \$70                        |   |       |
| <b>Principal (PE)</b>                                   | \$195                       | - | \$250 |
| <b>Chief Engineer/Structural Engineer (PE, SE, PLS)</b> | \$250                       |   |       |
| <b>Structural Engineer (PE)</b>                         | \$120                       | - | \$185 |
| <b>Electrical/Controls Engineer (PE)</b>                | \$165                       | - | \$210 |
| <b>Electrical/Controls Technician</b>                   | \$105                       | - | \$150 |
| <b>Professional Surveyor (PLS)</b>                      | \$125                       | - | \$165 |
| <b>Surveyor</b>                                         | \$90                        | - | \$135 |
| <b>Water &amp; Wastewater Operations Consultant</b>     | \$110                       |   |       |
| <b>Field Representative</b>                             | \$90                        | - | \$125 |
| <b>Clerical &amp; Administration</b>                    | \$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:** October 7, 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**

The Water Resources Education Center Planning project is programmed into the Water Resources Education Center capital budget for \$3,000,000 and staff have executed a task order with WSC for planning and advisory services. The budget accommodates the continued cost of 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.

September 16, 2024 - Consent 1st Reading.

**Action Requested**

On Monday, October 7, 2024, upon second reading and public hearing, approve the ordinance. 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](mailto: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](http://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 1<sup>st</sup>, 2020. It is agreed services hereunder shall be completed by December 31<sup>st</sup>, 2024. The City reserves the right to offer a Contract extension for an additional one (1) year for a total Contract term not to exceed five (5) years.

6. Delays and Extensions of Time.

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

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed must be referenced on any invoice submitted for payment.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Requests for pricing adjustments shall be supported by the applicable Consumer Price Index – All Urban Consumers (Seattle-Tacoma-Bremerton WA) area and shall be submitted before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

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

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to [www.bls.dor.wa.gov/cities/vancouver.aspx](http://www.bls.dor.wa.gov/cities/vancouver.aspx) or [www.cityofvancouver.us/businesslicense](http://www.cityofvancouver.us/businesslicense), to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any

claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. **City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance



of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

g. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

h. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

i. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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

#### 14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel  
City of Vancouver

Contractor:

Water Systems Consulting, Incorporated  
Attn: Scott Duren

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

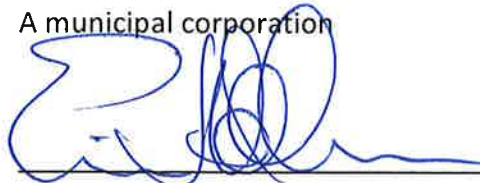
#### 23. Nondiscrimination.

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.

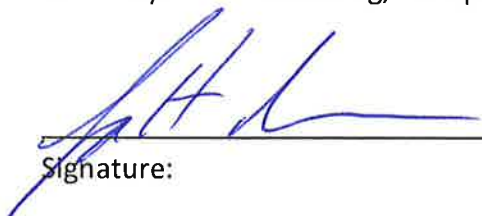
DATED this 27<sup>th</sup> day of January, 2020

**CITY OF VANCOUVER,**  
A municipal corporation

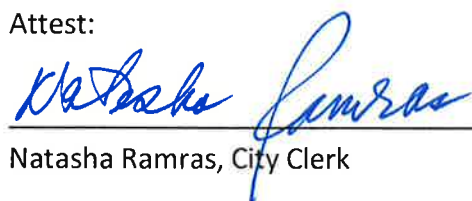
  
Eric Holmes, City Manager

**CONTRACTOR:**

Water Systems Consulting, Incorporated

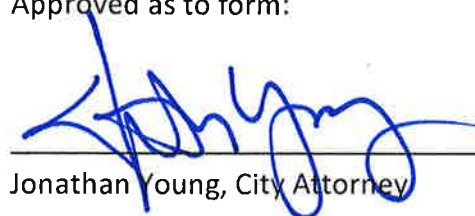
  
Signature:

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 |
|------------------------------------------------------------------|-------------|
| <b>Engineers / Project Managers / Planners / Hydrogeologists</b> |             |
| 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       |
| <b>Outreach and Communications</b>                               |             |
| 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       |
| <b>CAD Design Services</b>                                       |             |
| Technician/Designer I                                            | \$115       |
| Technician/Designer II                                           | \$125       |
| Technician/Designer III                                          | \$140       |
| <b>Inspection Services</b>                                       |             |
| Inspector I                                                      | \$120       |
| Inspector II                                                     | \$135       |
| Inspector III                                                    | \$160       |
| Inspector (Prevailing Wage)                                      | \$165       |
| <b>Administrative Services</b>                                   |             |
| 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](http://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](mailto: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:** October 7, 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.
- September 16, 2024 - Consent 1st Reading.

**Action Requested**

On Monday, October 7, 2024, upon second reading and public hearing, approve the ordinance. 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](mailto: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 XX, 2022 to increase the authorized amount of the agreement by \$60,000; and

**Commented [MC1]:** I couldn’t find the staff report for this amendment. Frank, please revise the date.

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](http://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:



Eric Holmes, City Manager

5/30/2023

Date

Attest:

DocuSigned by:



Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



Jonathan Young, City Attorney

**CONTRACTOR:**

Jacobs Engineering Group Inc

DocuSigned by:



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, 3<sup>rd</sup> 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 1<sup>st</sup>, 2020. It is agreed services hereunder shall be completed by December 31<sup>st</sup>, 2024. The City reserves the right to offer a Contract extension for an additional one (1) year for a total Contract term not to exceed five (5) years.

6. Delays and Extensions of Time.

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

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed must be referenced on any invoice submitted for payment.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Requests for pricing adjustments shall be supported by the applicable Consumer Price Index – All Urban Consumers (Seattle-Tacoma-Bremerton WA) area and shall be submitted before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

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

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to [www.bls.dor.wa.gov/cities/vancouver.aspx](http://www.bls.dor.wa.gov/cities/vancouver.aspx) or [www.cityofvancouver.us/businesslicense](http://www.cityofvancouver.us/businesslicense), to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any

claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

### 13. Insurance.

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

a.     Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b.     City Listed as an Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c.     The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d.     Worker's Compensation. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance

of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

g. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

h. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

i. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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

#### 14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel  
City of Vancouver

Contractor:

Jacobs Engineering Group, Incorporated  
Attn: Matt Noesen

415 W 6<sup>th</sup> Street  
P O Box 1995  
Vancouver WA 98668-1995

2020 SW Fourth Avenue, 3<sup>rd</sup> 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.

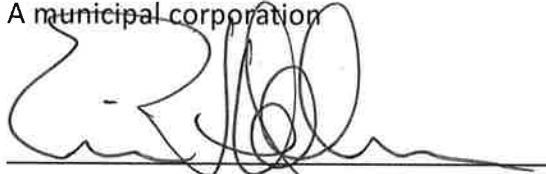
## 23. Nondiscrimination.

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 13<sup>th</sup> day of January, 2020

**CITY OF VANCOUVER,**  
A municipal corporation



Eric Holmes, City Manager

**CONTRACTOR:**

Jacobs Engineering Group, Incorporated



Signature:

Attest:

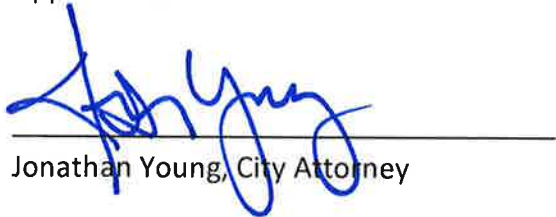


Natasha Ramras, City Clerk

DAT VAN DUSAR / 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:** October 7, 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 16<sup>th</sup> 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.  
September 16, 2024 - Consent 1st Reading.

**Action Requested**

On Monday, October 7, 2024, upon second reading and public hearing, approve the ordinance. 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](mailto: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 McEnerny-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](http://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 4<sup>th</sup> 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 1<sup>st</sup>, 2020. It is agreed services hereunder shall be completed by December 31<sup>st</sup>, 2024. The City reserves the right to offer a Contract extension for an additional one (1) year for a total Contract term not to exceed five (5) years.

#### 6. Delays and Extensions of Time.

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

#### 7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed must be referenced on any invoice submitted for payment.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Requests for pricing adjustments shall be supported by the applicable Consumer Price Index – All Urban Consumers (Seattle-Tacoma-Bremerton WA) area and shall be submitted before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

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

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to [www.bls.dor.wa.gov/cities/vancouver.aspx](http://www.bls.dor.wa.gov/cities/vancouver.aspx) or [www.cityofvancouver.us/businesslicense](http://www.cityofvancouver.us/businesslicense), to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any

claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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

a. Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. City Listed as an Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. Worker's Compensation. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance

of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

g. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

h. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

i. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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

#### 14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel  
City of Vancouver

Contractor:

Wallis Engineering, PLLC  
Attn: Jane Vail



415 W 6<sup>th</sup> Street  
P O Box 1995  
Vancouver WA 98668-1995

215 West 4<sup>th</sup> 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.

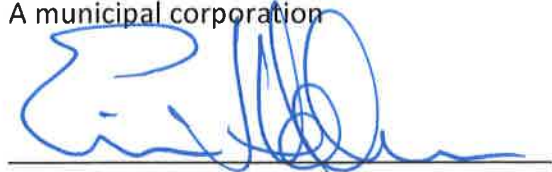
## 23. Nondiscrimination.

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 7<sup>th</sup> day of January, 2020

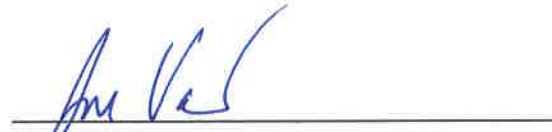
**CITY OF VANCOUVER,**  
A municipal corporation



Eric Holmes, City Manager

**CONTRACTOR:**

Wallis Engineering, PLLC



Signature:

Attest:

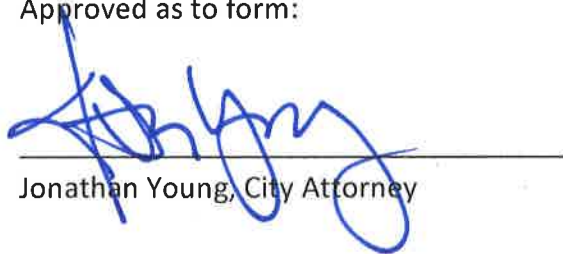


Natasha Ramras, City Clerk

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:** October 7, 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.
- September 16, 2024 - Consent 1st Reading.

### **Action Requested**

On Monday, October 7, 2024, upon second reading and public hearing, approve the ordinance. 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](mailto: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](http://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*

75A9183485CA407...

Eric Holmes, City Manager

5/18/2023

Date

Attest:

DocuSigned by:

*Natasha Ramras*

BCF6734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

*Jonathan Young*

9A7BC2E31F694A2...

Jonathan Young, City Attorney

**CONTRACTOR:**

Brown & Caldwell

DocuSigned by:

*Bryan K Paulson*

09EC1A5BDE9F489...

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 1<sup>st</sup>, 2020. It is agreed services hereunder shall be completed by December 31<sup>st</sup>, 2024. The City reserves the right to offer a Contract extension for an additional one (1) year for a total Contract term not to exceed five (5) years.

6. Delays and Extensions of Time.

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

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed must be referenced on any invoice submitted for payment.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Requests for pricing adjustments shall be supported by the applicable Consumer Price Index – All Urban Consumers (Seattle-Tacoma-Bremerton WA) area and shall be submitted before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

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

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to [www.bls.dor.wa.gov/cities/vancouver.aspx](http://www.bls.dor.wa.gov/cities/vancouver.aspx) or [www.cityofvancouver.us/businesslicense](http://www.cityofvancouver.us/businesslicense), to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if

Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

### 13. Insurance.

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

a. Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. City Listed as an Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. Worker's Compensation. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability Insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars

(\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

g. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

h. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

i. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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

#### 14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel  
City of Vancouver  
415 W 6<sup>th</sup> 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 7<sup>th</sup> day of January, 2020

**CITY OF VANCOUVER,**

A municipal corporation



Eric Holmes, City Manager

**CONTRACTOR:**

Brown & Caldwell



Signature:

Attest:

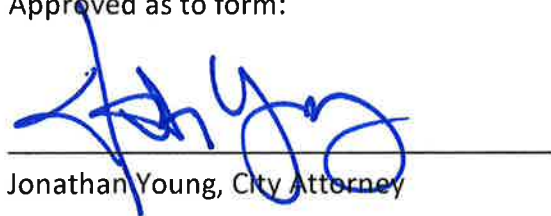


Natasha Ramras, City Clerk

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:** October 7, 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.

September 16, 2024 - Consent 1st Reading.

**Action Requested**

On Monday, October 7, 2024, upon second reading and public hearing, approve the ordinance. 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](mailto: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](http://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 1<sup>st</sup>, 2020. It is agreed services hereunder shall be completed by December 31<sup>st</sup>, 2024. The City reserves the right to offer a Contract extension for an additional one (1) year for a total Contract term not to exceed five (5) years.

6. Delays and Extensions of Time.

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

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Requests for pricing adjustments shall be supported by the applicable Consumer Price Index – All Urban Consumers (Seattle-Tacoma-Bremerton WA) area and shall be submitted before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

#### 8. Ownership of Records and Documents.

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

#### 9. Termination.

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

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

#### 10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

#### 11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to [www.bls.dor.wa.gov/cities/vancouver.aspx](http://www.bls.dor.wa.gov/cities/vancouver.aspx) or [www.cityofvancouver.us/businesslicense](http://www.cityofvancouver.us/businesslicense), to determine whether a business license is required pursuant to VMC Ch. 5.04.

#### 12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any

claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. **City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. **The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance.** The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance

of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

g. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

h. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

i. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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

#### 14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel  
City of Vancouver

Contractor:

Stantec Consulting, Incorporated  
Attn: Richard Talley

415 W 6<sup>th</sup> 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 23<sup>rd</sup> day of December, 2019

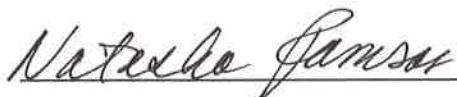
**CITY OF VANCOUVER,**

A municipal corporation



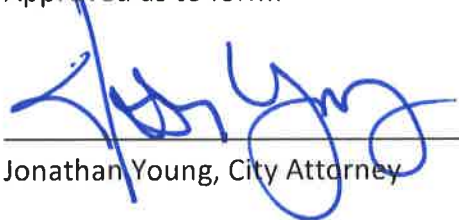
Eric Holmes, City Manager

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**

| <b><u>Classification</u></b> | <b><u>Hourly Billing Rate</u></b> |
|------------------------------|-----------------------------------|
| 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**

| <b><u>Other Direct Cost</u></b>               | <b><u>Rate</u></b>                                    |
|-----------------------------------------------|-------------------------------------------------------|
| 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:** October 7, 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 6<sup>th</sup> 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 18<sup>th</sup> 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
- City Council Consent - 1st Reading - September 16, 2024

### **Action Requested**

On Monday, October 7, 2024, upon second reading and public hearing, approve the ordinance. 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. Presentation
2. Ordinance
3. Property Legal Descriptions and Exhibits
4. Property Owner Notice



CITY OF  
**Vancouver**  
WASHINGTON

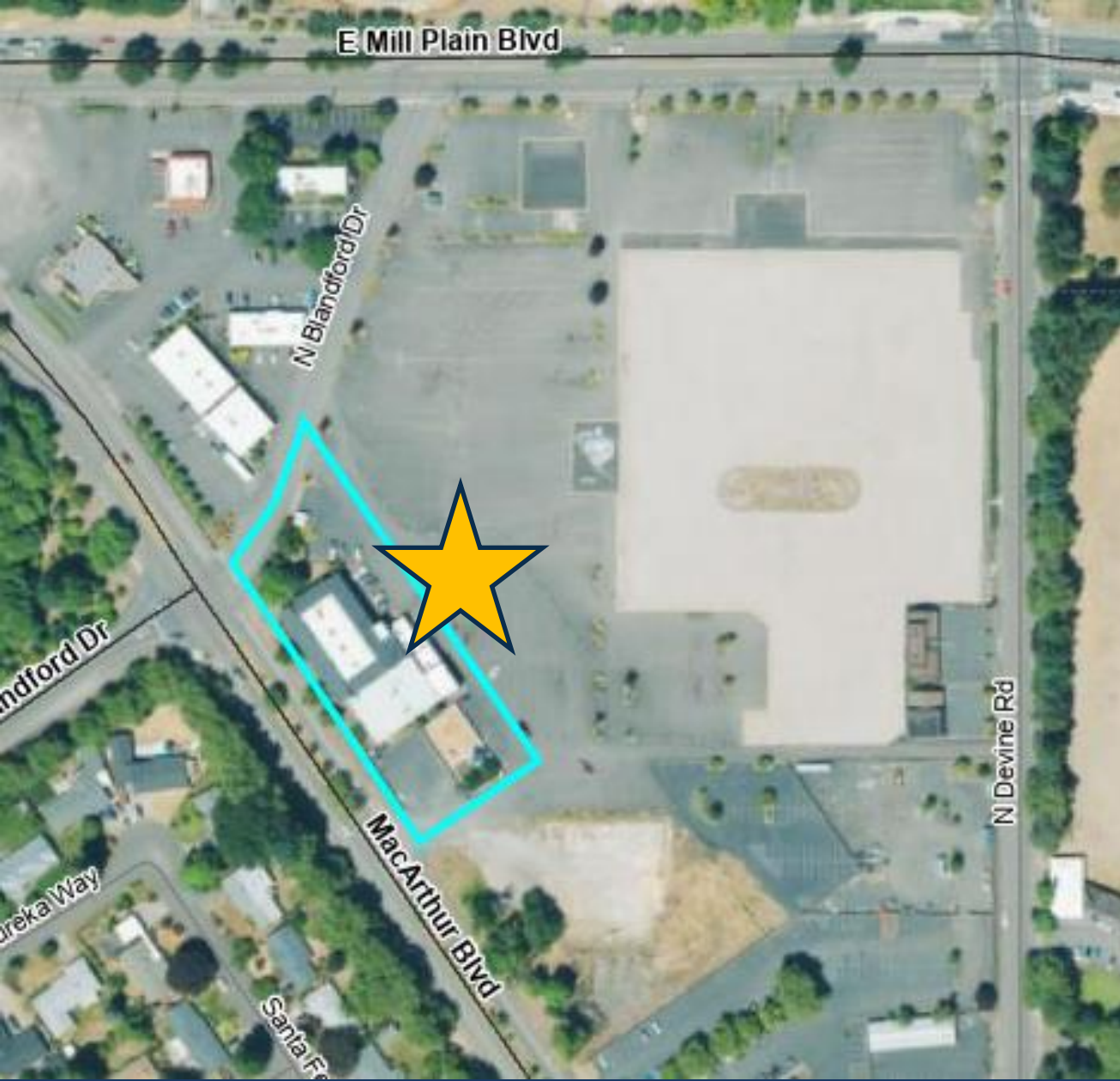
# Heights District Condemnation Action

**Ryan Lopossa**  
Transportation Manager

**Amy Zoltie**  
Real Estate Project  
Manager

October 7, 2024





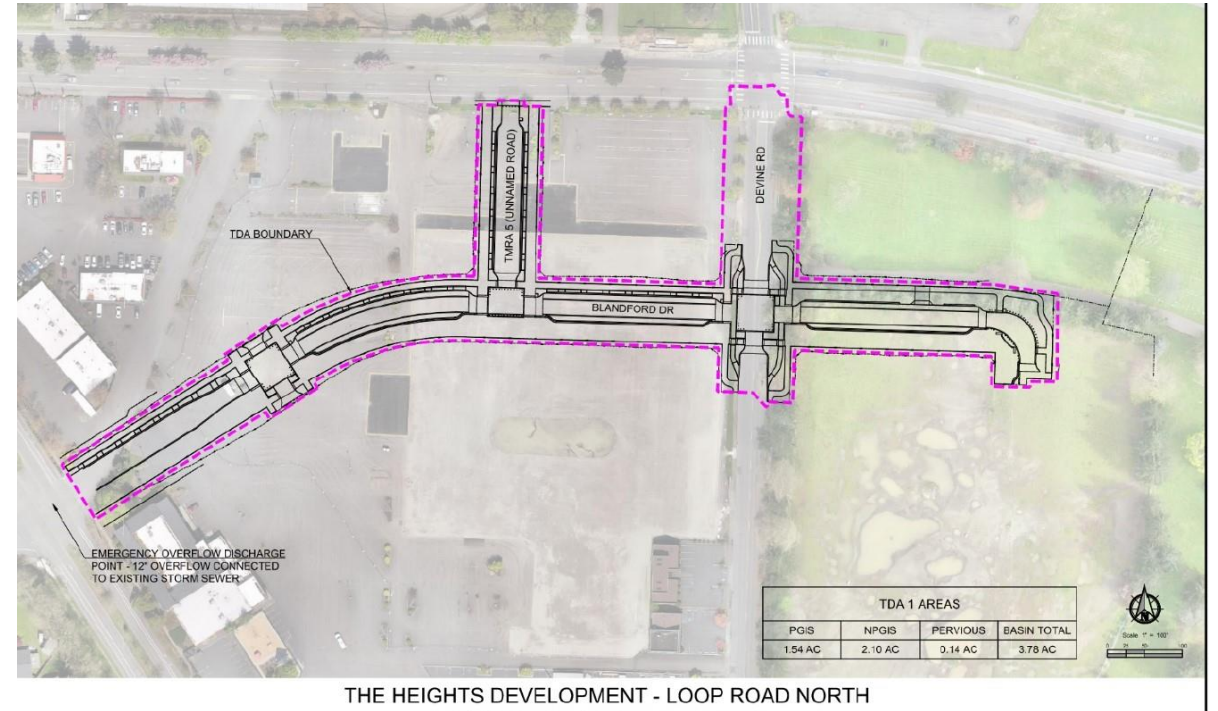
# Key Points

- Property required for Grand Loop Road construction
- Existing parking easement over former mall property needs to be extinguished to proceed with development
- Negotiated acquisition attempted in good faith
- Condemnation ordinance necessary to exercise City's eminent domain authority
- Urgency to start condemnation process to meet construction and funding timelines



# Eminent Domain (RCW Title 8)

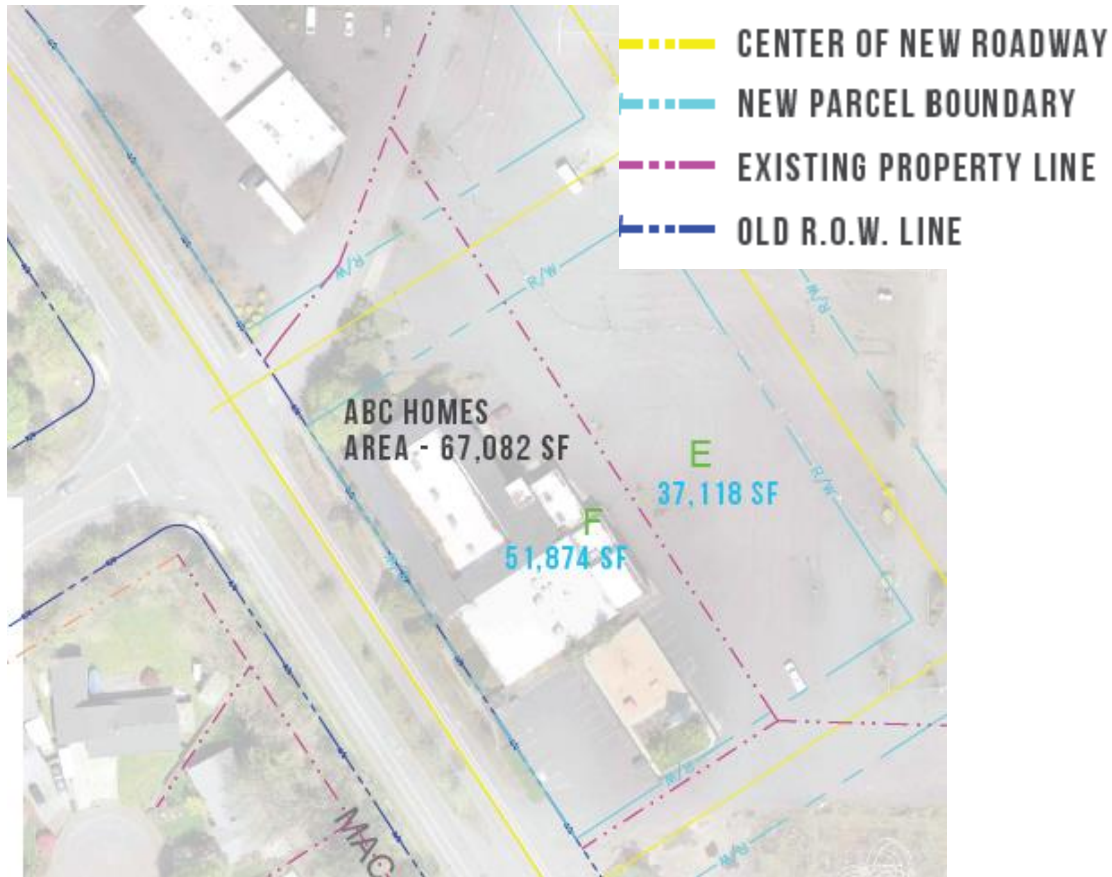
- Condemnation is authorized when necessary for municipal transportation infrastructure (RCW 8.12.030)
- City must demonstrate good faith efforts to acquire by agreement (RCW 8.26.010)
- Compliance with RCW 8.25.290 is required before a civil action can be filed to exercise the City's eminent domain authority





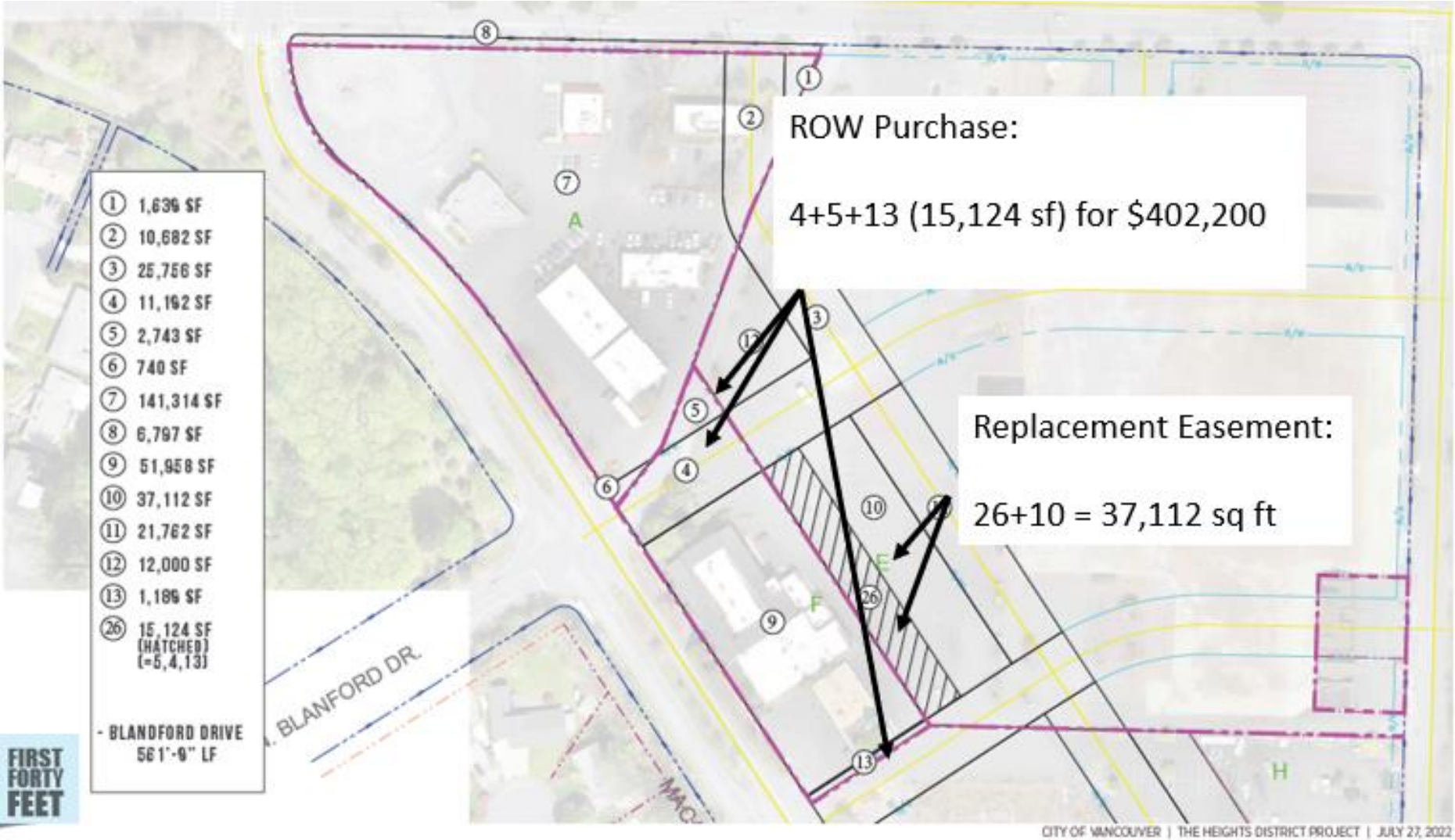
# Right of Way (ROW) Acquisition

5300 MacArthur Blvd.



- Proposed property acquisition includes a total of 15,125 sq ft
- \$402,200 offered as purchase price based on certified appraisal
- Offer includes termination of existing easement and offer of replacement parking easement
- City will continue negotiations with property owner post eminent domain proceedings

# 5300 MacArthur Transaction Components



# Past Efforts

| Fall 2023                                                                                                                                                                                                  | April 2024                                                                                                                                                    | June 2024                                                                                                                                                                                                                  | July 2024                                                                                                                                                                                                             | August 2024                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>City issued initial offer (September)</li> <li>ROW Consultant met with property owner (October)</li> <li>Owner expressed concerns about parking easement</li> </ul> | <ul style="list-style-type: none"> <li>City issued updated offer with exclusive perpetual parking easement to replace existing Tower Mall easement</li> </ul> | <ul style="list-style-type: none"> <li>ROW consultant made multiple attempts to contact owner</li> <li>Meeting with City staff occurred on June 6 and owner rejected offer</li> <li>City reissued written offer</li> </ul> | <ul style="list-style-type: none"> <li>City requested acceptance or counteroffer by July 12</li> <li>Property owner communicated questions on July 5</li> <li>City responded on July 9, restating deadline</li> </ul> | <ul style="list-style-type: none"> <li>Email correspondence between City staff and property owner</li> </ul> |

## ROW Acquisition Negotiation Timeline



# Future Actions

| City Council                                                                                                                 | City Council                                                                                                                                                                  | Civil Court                                                                                                                                                                | Civil Court                                                                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• Provide “final action” notice of intent to condemn property (RCW 8.25.290)</li></ul> | <ul style="list-style-type: none"><li>• Adopt ordinance following a public hearing establishing that subject property is required to fulfill a necessary public use</li></ul> | <ul style="list-style-type: none"><li>• File petition in Clark County Superior Court to establish payment of “just compensation” in exchange for taking property</li></ul> | <ul style="list-style-type: none"><li>• Obtain judgment fixing compensation and final decree transferring title after payment is made</li></ul> |
|                                                                                                                              |                                                                                                                                                                               |                                                                                                                                                                            |                                                                                                                                                 |

## Condemnation Action Process



# Action Requested

Approve Ordinance declaring the public use and necessity for, and requires the acquisition by eminent domain for just compensation of portions of real property and property rights located at 5300 MacArthur Blvd to construct street improvements; and authorizing City Attorney to prosecute eminent domain proceedings





# Discussion



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](mailto: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.

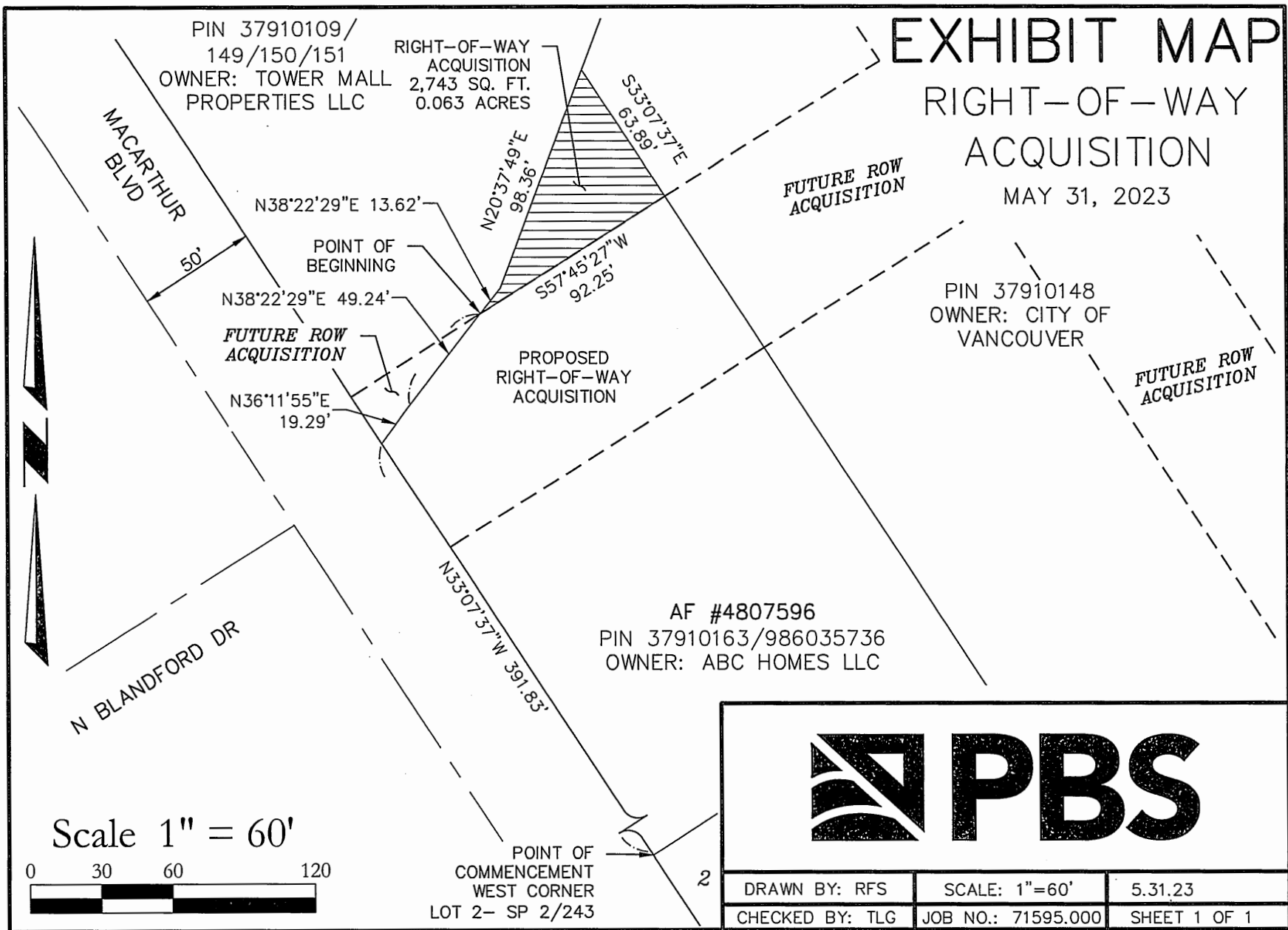
Contains in all 2,743 square feet, more or less.

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

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

FUTURE ROW  
ACQUISITION

S33°07'37"E 76.01'

N57°45'27"E 92.25'

76.01'

S57°45'27"W 157.01'

2

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;

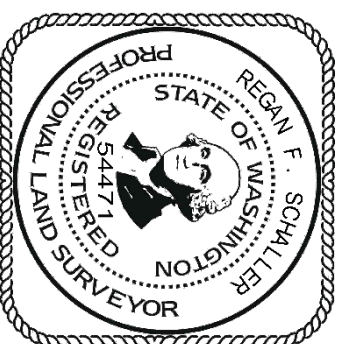
Thence South 33°07'37" East, along said Easterly line (said line being parallel with, when measured perpendicular to the Westerly line of said Parcel II), 7.46 feet to the northern most corner of Lot 2 of said Short Plat recorded in Book 2, Page 243;

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'



PIN 37910109/  
149/150/151  
OWNER: TOWER MALL  
PROPERTIES LLC

FUTURE ROW  
ACQUISITION

N57°45'27"E  
113.02'

PIN 37910148  
OWNER: CITY OF  
VANCOUVER

PARKING  
EASEMENT  
37,120 SQ. FT.  
0.852 ACRES

AF #4807596  
PIN 37910163  
/986035736  
OWNER: ABC  
HOMES LLC

N33°07'37"W 329.28'

S33°07'37"E 327.65'

FUTURE ROW  
ACQUISITION

S56°55'35"W 113.01'

N33°07'37"W 7.46'

POINT OF  
BEGINNING

POINT OF  
COMMENCEMENT  
NORTHERN MOST CORNER  
LOT 2- SP 2/243

MACARTHUR BLVD

2  
"SHORT PLAT  
2-243"

PIN 37910132  
OWNER: DAWK  
ENTERPRISES LLC



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 112<sup>th</sup> 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 (2<sup>nd</sup> 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 6<sup>th</sup> Street (2<sup>nd</sup> Floor), Vancouver, Washington, 98668.

You are encouraged to attend and comment on the proposed action.

Sincerely,

A handwritten signature in dark ink, 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





# Waterfront Gateway Plaza Master Plan

October 7, 2024

**Amy Zoltie**

Real Estate Project Manager  
Economic Prosperity & Housing







# Agenda

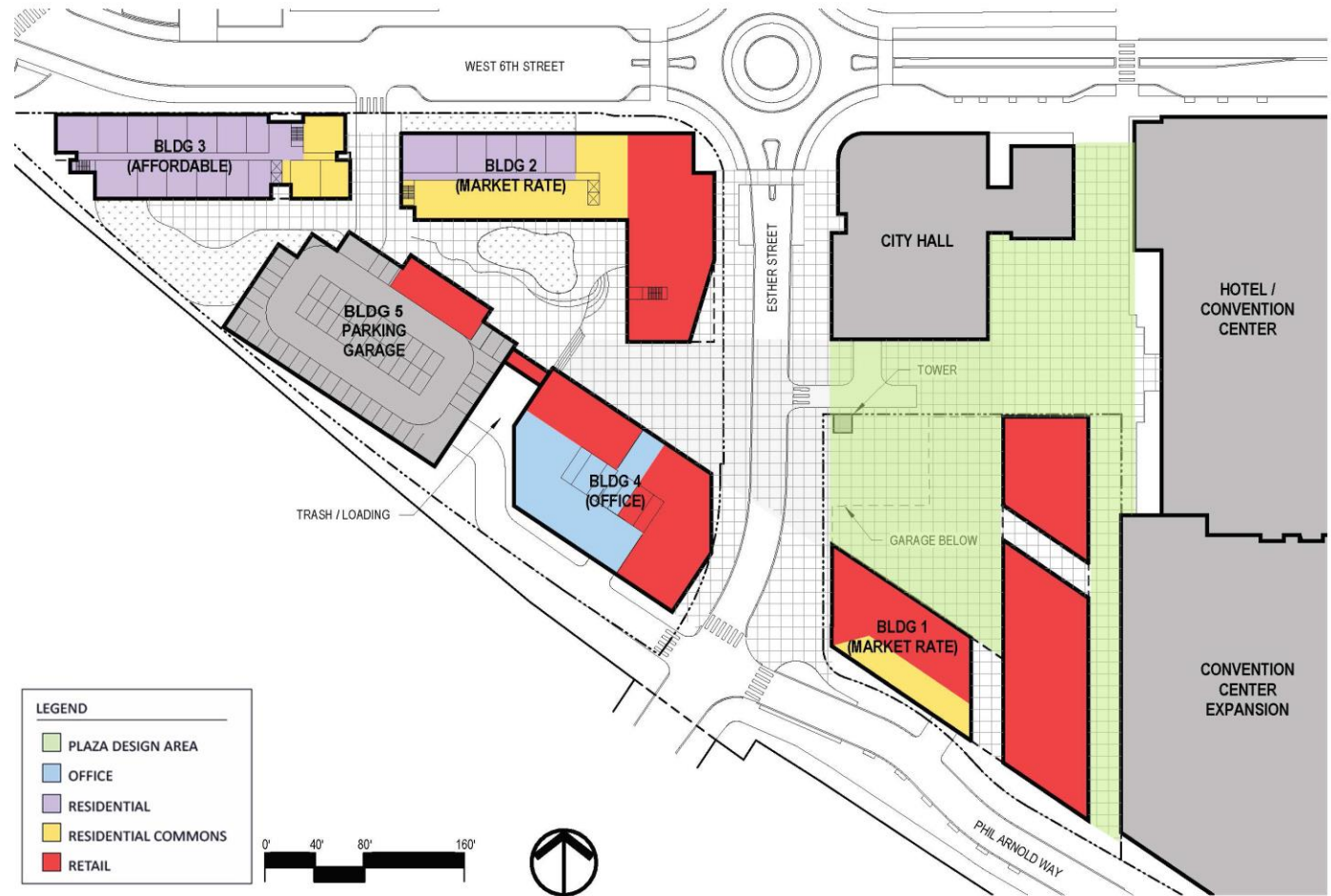
- Waterfront Gateway project overview
- Community engagement
- Master plan
- Next Steps
  - Art and Programing
- Budget
- Timeline



# Waterfront Gateway Project

## Overview

- Includes housing, office, retail, maker's market, restaurants and parking
- Public plaza is a key feature, surrounded by City Hall, new retail, and Maker's Alley



# Community Engagement

- Tabled at Dia de Muertos in Oct. 2023
- Open House and online survey in Feb. 2024
- Tabled at Farmers Market in Sept. 2024
- Digital, print and in-person resources with translations
- CCRA and PRAC approvals in Sept. 2024



# Guiding Principles in Design

Create a district that is **uniquely Vancouver**.

Make a place that is both a **destination** and a **link**.

Reinforce **Esther Street** as a key pedestrian connection.

Extend and emphasize the mid-block **pedestrian crossing** at 6th Street.

Incorporate **landscape elements** and **outdoor seating** along pedestrian paths and **active ground floors**.

Utilize **wayfinding signage** and **intuitive cues**.

Provide **outdoor comfort** including a **covered outdoor area**.

Design **flexible spaces** that can accommodate **events** at various scales.

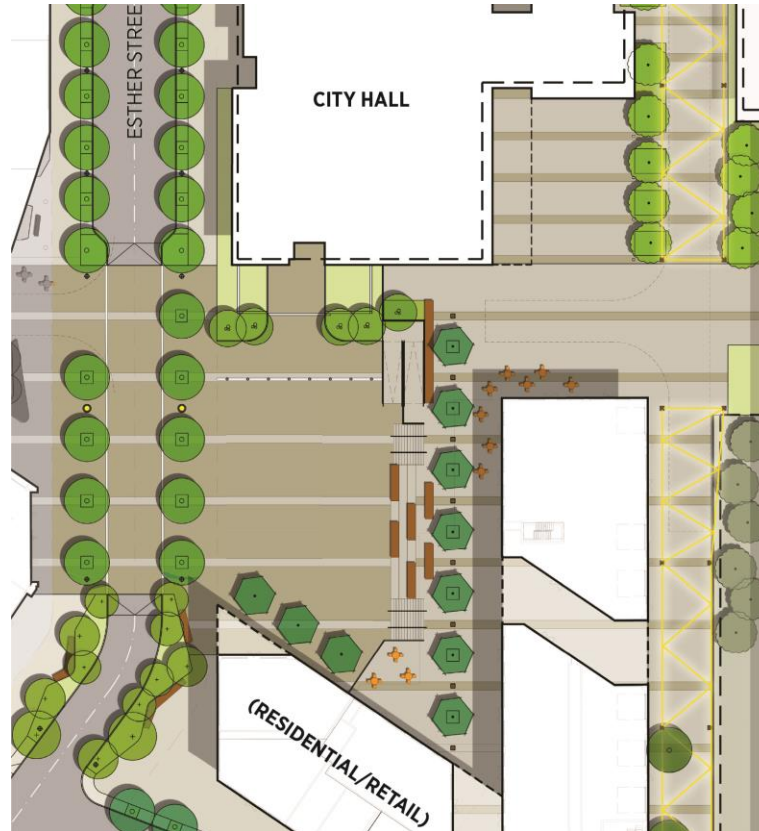
Integrate local **public art** and find opportunities for **cultural storytelling**.



# Waterfront Gateway Plaza Master Plan

## Design Evolution

- Replace ramp with promenade walkway
- Reconfigure hardscape areas to create more inviting spaces
- Increase tree canopy
- Expand planting



OPEN HOUSE - FEBRUARY 1, 2024

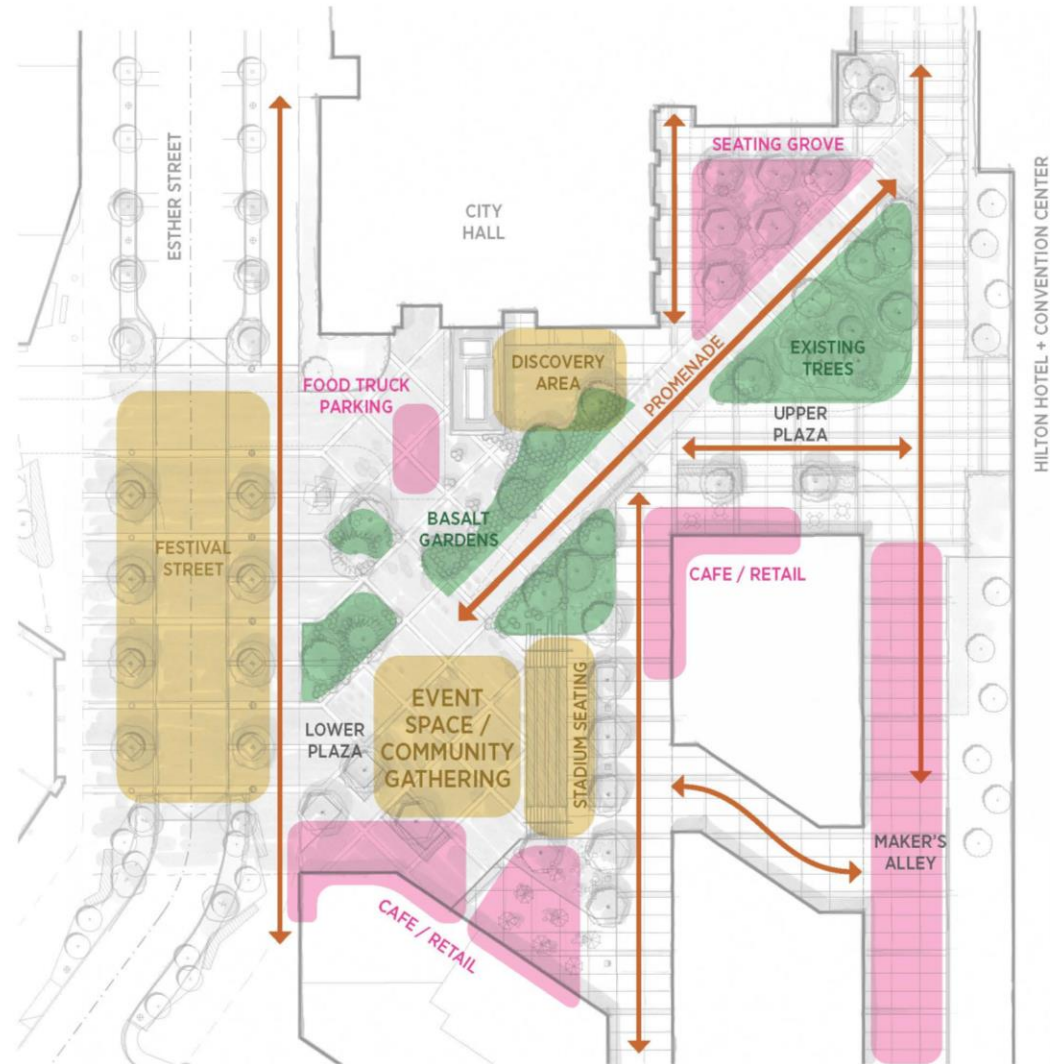


CURRENT PLAN

# Waterfront Gateway Plaza Master Plan

## Program – Activity Zones

- EVENTS / FLEXIBLE
- RETAIL ACTIVATION
- LANDSCAPE



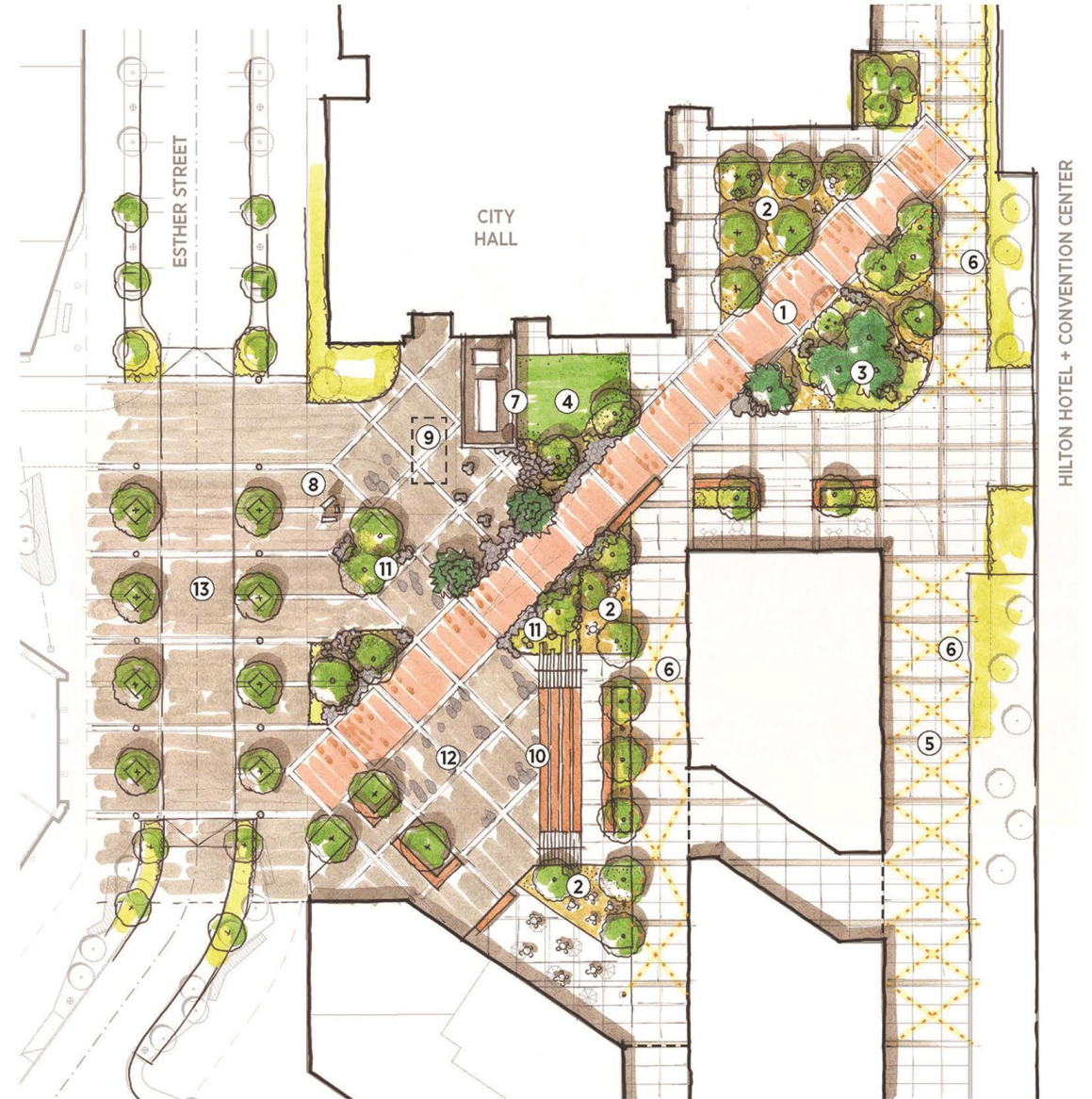


# Waterfront Gateway Plaza Master Plan

## Design

- |                                 |                            |
|---------------------------------|----------------------------|
| 1. PROMENADE                    | 8. ART OPPORTUNITY         |
| 2. SEATING GROVE                | 9. SERVICE DRIVE           |
| 3. EXISTING CEDAR & MAPLE TREES | / FOOD TRUCK               |
| 4. DISCOVERY AREA               | 10. STADIUM SEATING        |
| 5. MAKER'S ALLEY                | 11. BASALT GARDENS         |
| 6. CATENARY LIGHTS              | 12. FLEXIBLE ATHERING AREA |
| 7. CITY HALL RATOR AND N        | 13. FESTIVAL STREET        |
| GENE SCREE                      |                            |

G





# Waterfront Gateway Plaza Master Plan

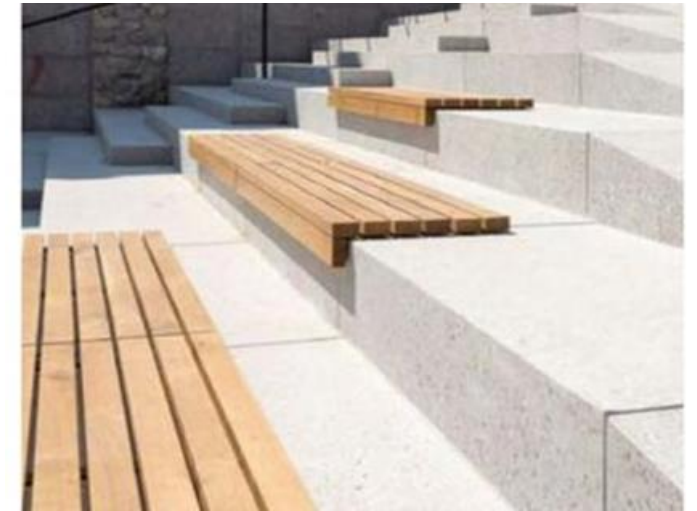
## Materials – Precedent Images



BRICK PAVING + CONCRETE BANDS



BASALT COLUMNS



WOOD + CONCRETE SEATING



RETAIN EXISTING CEDAR AND MAPLE TREES



# Waterfront Gateway Plaza Master Plan

## Concept Images





# Waterfront Gateway Plaza Master Plan

## Concept Images





# Next Steps

## Local Art/Storytelling and Event Programming

- Opportunities to highlight local artists and tell local stories
- Culture, Arts and Heritage Commission will provide direction on art and storytelling within the plazas
- Event programming options using the plaza spaces to be explored with City Special Events staff



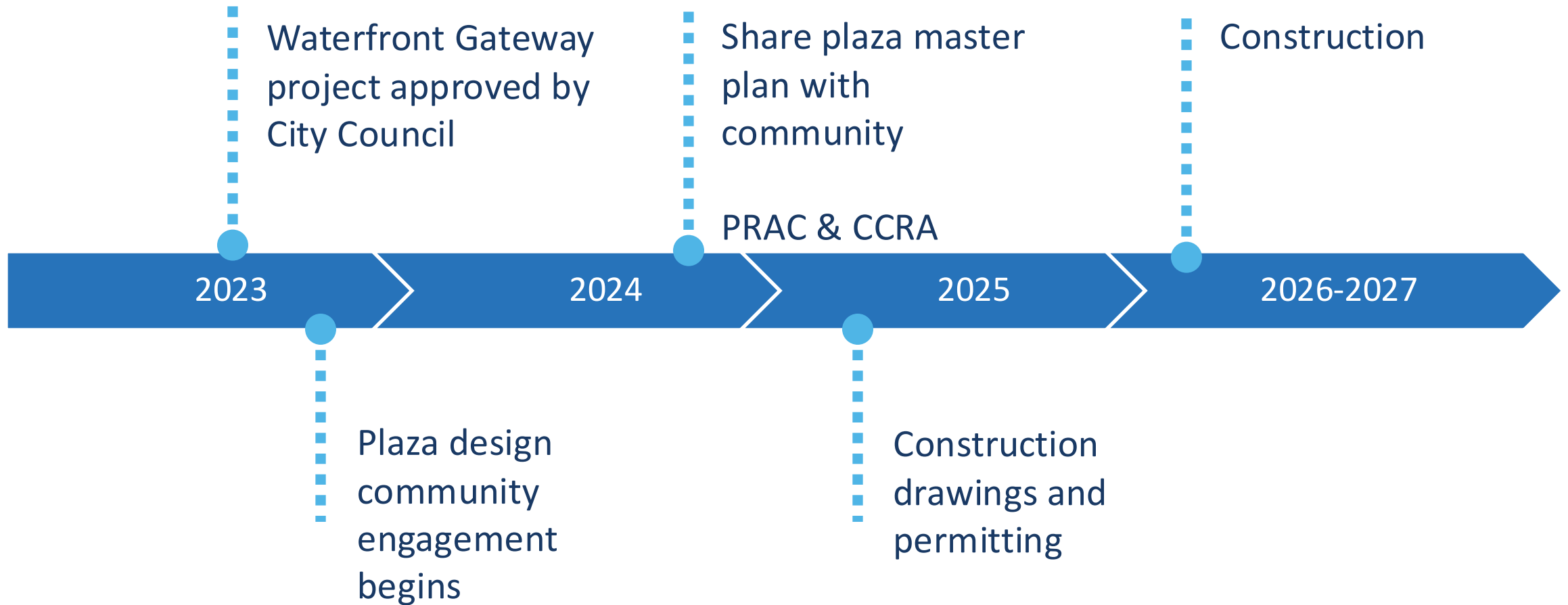
# Budget Details

## Total cost and available funding

- Unique partnership with private developer
- Developer is responsible for completing site design with City providing direction on the plaza design
- City will construct the upper plaza area
- Developer will construct the lower plaza and Maker's Alley
- Staff is working to secure funding through grants and other sources



# Waterfront Gateway Plaza Timeline





# Thank You



## MEMORANDUM

**DATE:** October 7, 2024

**TO:** Mayor and Council

**FROM:** Eric Holmes, City Manager

**RE:** **Interstate Bridge Replacement Program –  
Draft Supplemental Environmental Impact Statement Public Comment Period**

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The Interstate Bridge Replacement (IBR) Program has released a Draft Supplemental Environmental Impact Statement (SEIS) for a 60-day public review and comment period September 20 – November 18, 2024. The Draft SEIS analyzes potential benefits and impacts resulting from design, construction, and operation of a Modified Locally Preferred Alternative (MLPA) agreed to in 2022 by partner agencies, including the City of Vancouver. Primary components of the MLPA include:

- Replacement of bridges over the Columbia River and North Portland Harbor,
- New pedestrian/bicycle facilities including a shared use path over the Columbia River,
- Improvements to local streets and seven freeway interchanges,
- Safety shoulders,
- One auxiliary lane,
- Variable rate tolling,
- Extension of light rail service from Portland to Vancouver, and
- Enhanced bus service via use of shoulder lanes on the freeway for express routes.

The complete Draft SEIS and associated resources can be found at:

<https://www.interstatebridge.org/updates-folder/supplemental-environmental-impact-statement/>

To supplement IBR Program-led engagement efforts, City staff is posting information via the City's social media channels, the Citywide newsletter mailed to residents in October, and via the Office of Neighborhood's bi-weekly newsletters. In addition, there will be presentations and discussion at City of Vancouver commissions and committees as follows:

- |                                                                   |                                                              |
|-------------------------------------------------------------------|--------------------------------------------------------------|
| • Parking Advisory Committee,<br>Oct. 9, 8-9 a.m.                 | • Aviation Commission, Oct. 23, 6-7:30 p.m.                  |
| • Parks & Recreation Advisory<br>Commission, Oct. 16, 4:30-6 p.m. | • Transportation & Mobility Commission,<br>Oct. 29, 4-5 p.m. |
| • City Center Redevelopment<br>Authority, Oct. 17, 12:30-2 p.m.   | • Culture, Arts & Heritage Commission,<br>Nov. 7, 12-2 p.m.  |
| • Planning Commission,<br>Oct. 22, 6:30 – 7:30 p.m.               |                                                              |