Vancouver City Council

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

City Council Meeting Agenda
June 2, 2025

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. June 2, 2025. 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 June 2, 2025. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on June 2, 2025.

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: 5:15-6:00 p.m.

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

2026-2031 Transportation Improvement Program (TIP)
(Approximately 45 minutes)

Chris Malone, Public Works Finance and Asset Manager, chris.malone@cityofvancouver.us

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

Proclamations

Pride 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. RCW 42.17A.555 and City Council Policy 100-32 prohibit the use of public facilities to support or oppose any ballot measure, or to support or oppose any candidate for elective office. Any violation of these rules could result in a suspension of speaking privileges during public comment periods at City Council Meetings for 90 days or longer for multiple offenses.

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. Bid Rejection - Evergreen Trail, SE Chelsea Avenue to SE Image Road (Project # PRJ071455) - ITB #25-06

Staff Report: 104-25

Request: On Monday, June 2, 2025, reject all bids to facilitate rebidding the project at later date.

Leslie Degenhart, Civil Engineer 3, Hassan Abdalla, Engineering Manager, Leslie.Degenhart@cityofvancouver.us, hassan.abdalla@cityofvancouver.us

2. Bid Award – West 16th Pump Station Improvements – ITB 25-21

Staff Report: 105-25

Request: On Monday, June 2, 2025, award a contract and authorize the City Manager, or designee to execute a construction contract and any required amendments with Colf Construction of Vancouver, WA for the W 16th Pump Station improvements at the Westside WWTF at their bid price of $1,688,168, which includes Washington State sales tax and apprenticeship utilization.

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

3. Master Interlocal Services Agreement - SW Washington Regional Transportation Council

Staff Report: 106-25

Request: On Monday, June 2, 2025, adopt the Master Interlocal Service Agreement with the Southwest Washington Regional Transportation Council.

Kate Drennan, Transportation Planning Program Manager, Rebecca Kennedy, Deputy Commmunity Development Director, kate.drennan@cityofvancouver.us, rebecca.kennedy@cityofvancouver.us

4. 2025 Internet Crimes Against Children (ICAC) State Grant

Staff Report: 107-25

Request: On Monday, June 2, 2025, authorize the City Manager, or designee, to.Authorize the City Manager or designee to approve the 2025 ICAC State Grant.

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

5. 2025 Washington Auto Theft Prevention Authority (WATPA) Grant

Staff Report: 108-25

Request: On Monday, June 2, 2025, authorize the City Manager, or designee, to approve the 2025 Washington Auto Theft Prevention Authority Grant.

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

6. 2025-2026 Collective Bargaining Agreement with OPEIU Local 11

Staff Report: 109-25

Request: On Monday, June 2, 2025, authorize the City Manager or designee to sign the January 1, 2025, to December 31, 2026, Collective Bargaining Agreement with the OPEIU by executing the same.

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

7. Right-of-way Telecommunications Franchise Agreement for Flying Bull Internet LLC, d/b/a Novos Fiber and Prime Fiber

AN ORDINANCE relating to management of the public rights-of-way, granting to Flying Bull Internet, LLC d/b/a Novos Fiber, Prime Fiber, LLC, and their affiliates ("Grantee"), a limited liability company (collectively "Parties"), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington ("City"), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions.

Staff Report: 110-25

Request: On Monday, June 2, 2025, advance ordinance on first reading, setting a date for second reading and public hearing on July 7, 2025.

Aaron Lande, Program and Policy Development Manager, Cary Driskell, Assistant City Attorney, aaron.lande@cityofvancouver.us, cary.driskell@cityofvancouver.us

8. Adoption of Rental Registration Program Code

AN ORDINANCE of the City of Vancouver relating to the creation of a rental registration program; adopting a new Chapter 5.08 to the Vancouver Municipal Code; enacting new sections VMC 5.08.010, 5.08.020, 5.08.030, 5.08.040, 5.08.050, 5.08.060, 5.08.070, 5.08.080, 5.08.090, 5.08.100, 5.08.110, and 5.08.120; amending VMC 22.01.030; providing for the implementation of the rental registration program; providing for severability; and setting an effective date.

Staff Report: 111-25

Request: On Monday, June 2, 2025, advance the ordinance creating a Residential Rental Registration Program and set the date for the second reading and public hearing for June 9, 2025.

Patrick Quinton, Economic Development Director, Samantha Whitley, Housing Programs Manager, patrick.quinton@cityofvancouver.us, samantha.whitley@cityofvancouver.us

9. Parks and Recreation Advisory Commission Appointment

Request: On Monday, Monday, June 2, 2025, reappoint Valerie Striplin and Angilo Fletcher to a full-term positions on the Parks and Recreation Advisory Commission, with a terms beginning July 31, 2025 and expiring July 31, 2028.

Mayor McEnerny-Ogle

10. Approval of Claim Vouchers

Request: Approve claim vouchers for June 2, 2025.

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.

11. Right-of-Way Telecommunications Franchise Agreement for Ezee Fiber Texas, LLC (Ezee Fiber)

AN ORDINANCE relating to management of the public rights-of-way, granting to Ezee Fiber Texas, LLC and its affiliates ("Grantee"), a limited liability company (collectively "Parties"), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington ("City"), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions.

Staff Report: 087-25

Request: On Monday, June 2, 2025, upon second reading and a public hearing, approve the ordinance allowing the City to sign the franchise agreement with Ezee Fiber Texas, LLC.

Aaron Lande, Program and Policy Development Manager, Cary Driskell, Assistant City Attorney, aaron.lande@cityofvancouver.us, cary.driskell@cityofvancouver.us

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Parking Minimum Update

Countywide Parks Funding Discussion

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

Transportation Improvement Program 2026-2031

City Council Workshop

Chris Malone
Business Services Manager
Public Works Department
June 2, 2025

Agenda

- Transportation Improvement Program (TIP) overview
- 2026-2031 updates
- Key projects
- Finances
- Project prioritization
- TIP Next Steps

Transportation Improvement Program Overview

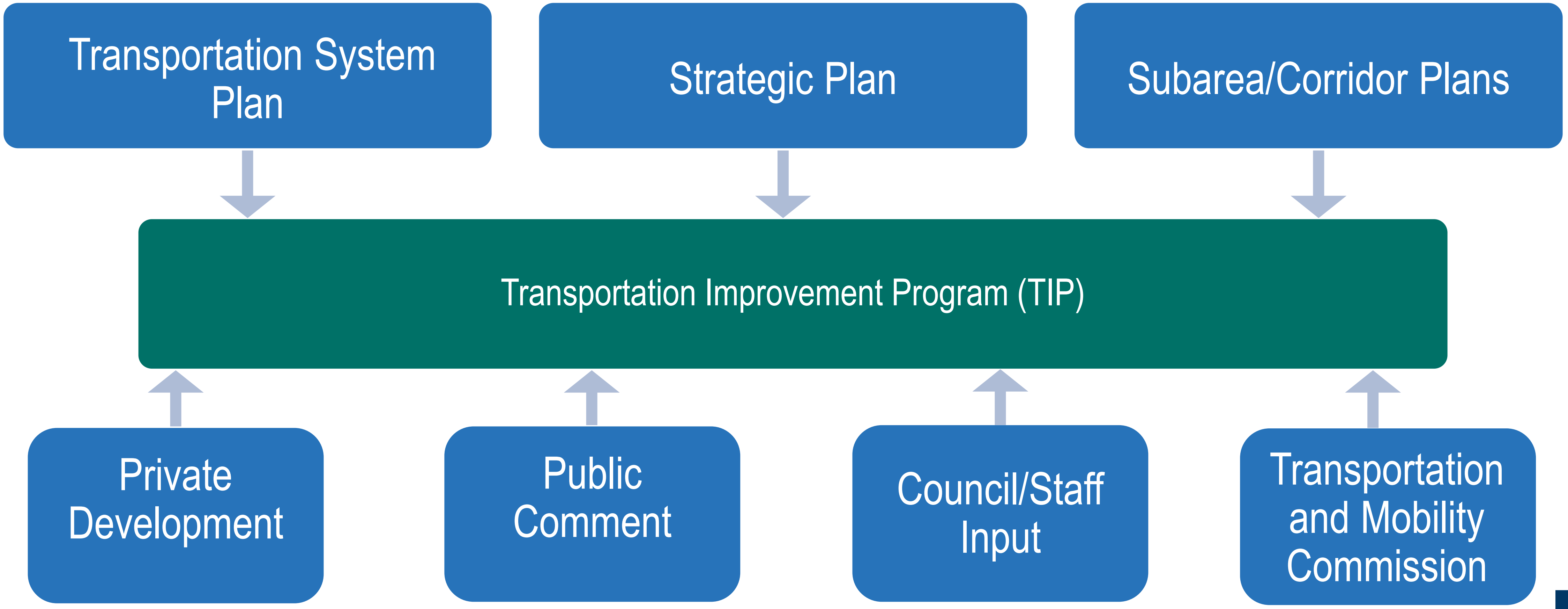
What is the TIP?

- Six-year plan for future transportation capital projects.
- Current draft is for 2026-2031.
- Updated annually per WA law.
- City Council approval by July 1.
- Helps with coordinated planning.
- Projects with State and/or Federal grants are required to be included.

What is in the TIP document?

- Introduction, finances, project lists, project detail sheets and maps
- Funded, partially funded, and unfunded project lists.
- Arterial, signal/lighting, and active transportation project lists.
- Projects added, removed and changes for the TIP this year.

Transportation Improvement Program Inputs



Transportation Improvement Program Updates

What are the proposed changes for 2026-2031 TIP?

- Continue transitioning TIP to 6-year plan.
- Projects beyond the 6-year horizon will reside on the Capital Facilities Plan.
- Updated project scoring and prioritization (starts on page 34 of TIP).
- Only score projects in the 6-year horizon.
- Draft project lists updates (starts on page 37 of TIP).
- Public comments (starts on page 14 of TIP).
- No changes proposed to arterial map this year.

Key Projects

Funded list:

- NE 137th Avenue (49th to Fourth Plain)
- Main Street Promise
- Jefferson Street (Evergreen to Mill Plain)
- 18th Street (97th to 107th)
- Heights Grand Loop
- Multiple Complete Street Projects

Key Projects continued

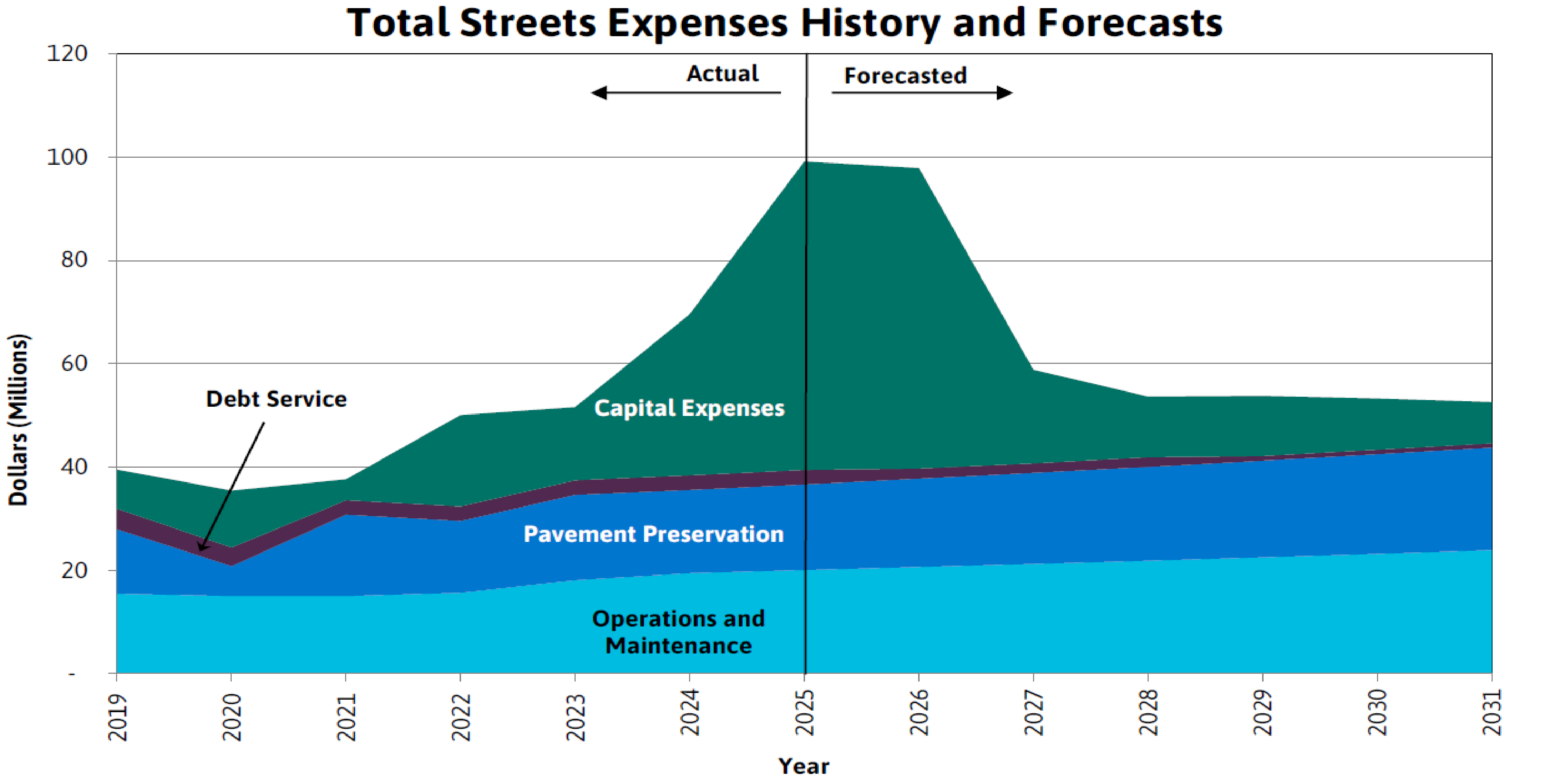
Partially funded list:

- 18th Street (142nd to 164th)
- 192nd Avenue (1st to 18th)
- 28th Street (142nd to 162nd)
- Multiple Complete Street Projects

Key Programs

- Complete Streets ($1.5M/year)
- Sidewalk Management Program ($500k/year)
- Pavement Management Program ($13M/year)
- Traffic Signal and Lighting ($415k/year)
- Neighborhood Traffic Calming ($300k/year)
- Safe Routes to School ($200k/year)

Transportation Finances



Project Scoring and Prioritization

Categorize projects into near-, medium-, and long-term groups

Phase 1	Phase 2	Phase 3
Where to Invest	**When to Invest**	**Cost v. Benefit**
Equity Index	Pavement Opportunities	Cost *(Estimated Project Total)*
Collisions	Coordination	
Essential Places	Quick Wins	Benefit *(Equals Phase 1 Score Plus Phase 2 Score)*
Future Growth Areas	Right-of-Way Impacts	
	Environmental Impacts	

Priority
Groups
Near-Term
Medium-Term
Long-Term

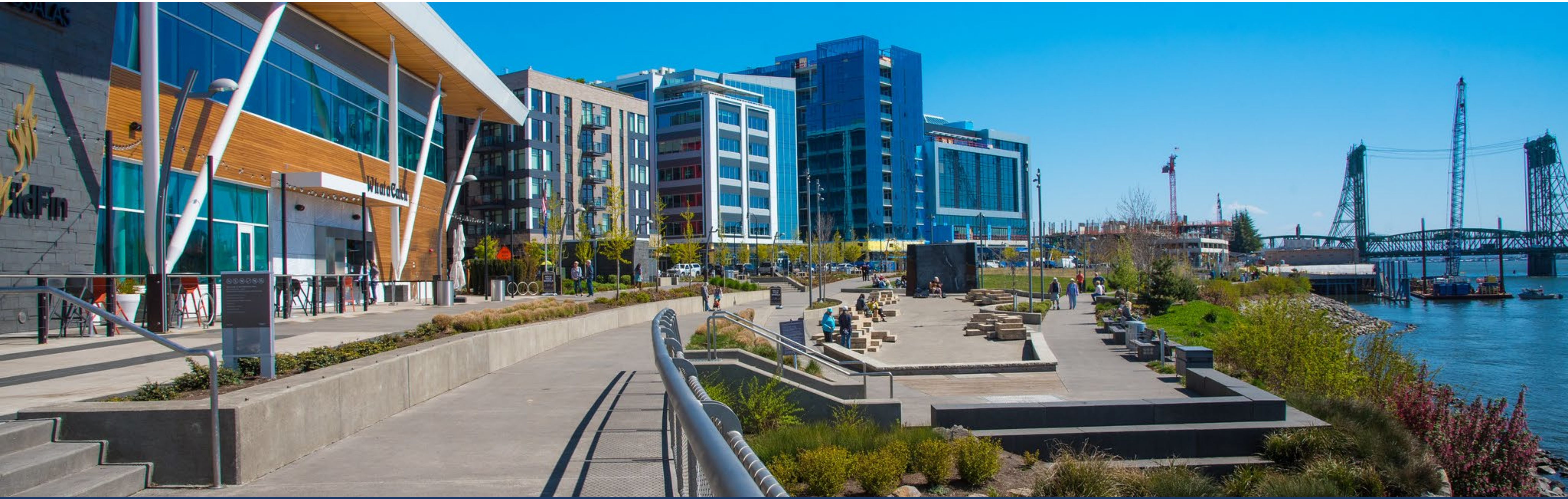
TIP Next Steps

Public Hearing on June 16, 2025

- Transportation and Mobility Commission has made formal recommendation to adopt.

www.cityofvancouver.us/tip

Discussion



Staff Report: 104-25

To: Mayor and City Council
From: City Manager
Date: June 2, 2025

Subject
Bid Rejection - Evergreen Trail, SE Chelsea Avenue to SE Image Road (Project # PRJ071455) - ITB #25-06

Key Points

- City Staff is recommending that City Council reject all bids received for the ITB 25-06: Evergreen Trail Project.
- The bids came in well over the Engineer's estimate and the budget does not have funds to cover the increase.

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
On April 8, 2025 the City received 8 bids for the subject project. The bids ranged between $4,323,155.90 to $5,940,000, substantially above the engineer's estimate of between $3 million – $3.6 million. The City does not have sufficient funding to award this contract at this time so staff is requesting that Council reject all bids.

Advantage(s)
Rebidding the project later in the year may allow for staff to secure additional funding or may allow for a more flexible construction schedule and more competitive bids.

Challenge(s)

1. Additional administrative costs
2. Possible additional right-of-way costs if temporary construction easements need to be renewed for a later construction date

Budget Impact
The Evergreen Trail project is currently included in the City's adopted 2025–2026 biennial budget, with partial funding in place. Staff are evaluating opportunities to secure the remaining construction funding in alignment with the Fall Supplemental process. Rejecting all bids at this time will provide the opportunity to fully align funding and rebid the project at a later date, consistent with the City's financial policies and project delivery standards.

Prior Council Review

1. Approval of the 2025-2026 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

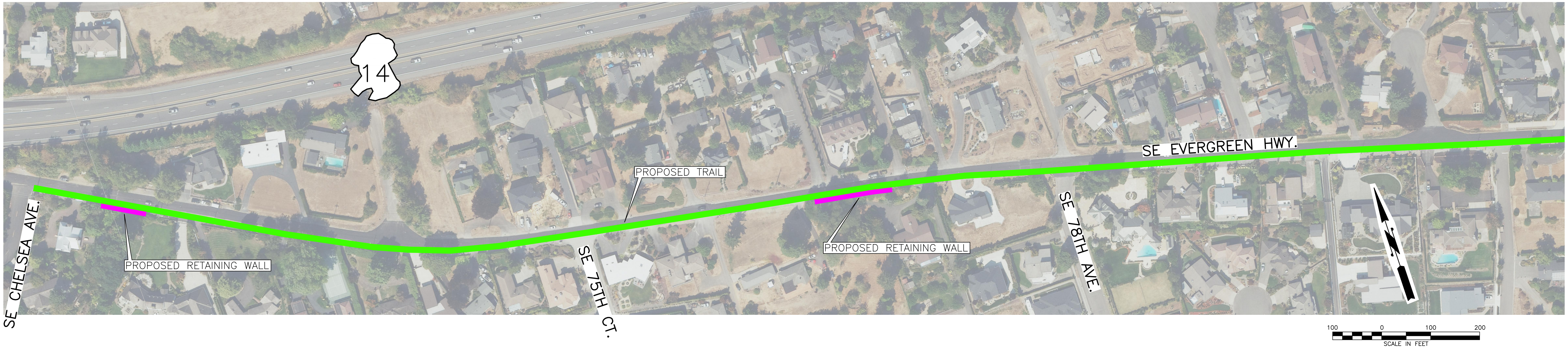
On Monday, June 2, 2025, reject all bids to facilitate rebidding the project at later date.

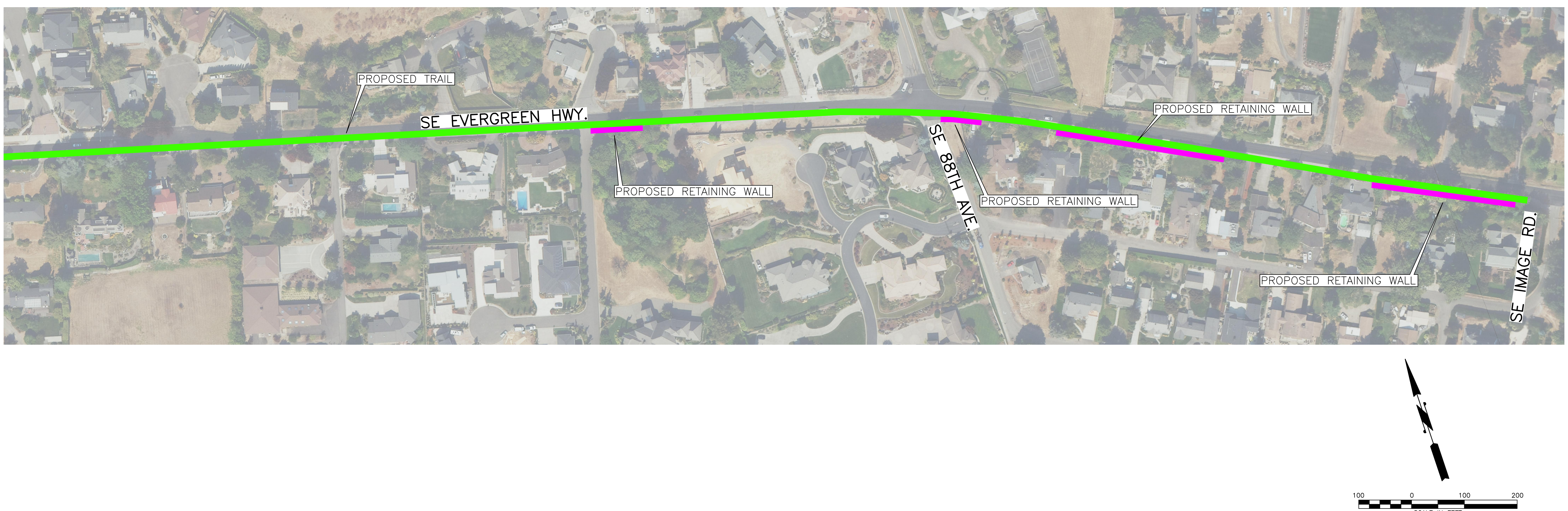
Staff Contact

Leslie Degenhart, Civil Engineer 3, Hassan Abdalla, Engineering Manager,
Leslie.Degenhart@cityofvancouver.us, hassan.abdalla@cityofvancouver.us

Attachments:

1. Vicinity Map





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CITY OF Vancouver WASHINGTON

EVERGREEN TRAIL
SE CHELSEA AVE. TO SE IMAGE RD.

CITY OF Vancouver WASHINGTON

Staff Report: 105-25

To: Mayor and City Council
From: City Manager
Date: June 2, 2025

Subject
Bid Award – West 16th Pump Station Improvements – ITB 25-21

Key Points

- The West 16th Pump Station is critical infrastructure that conveys wastewater from the Fruit Valley neighborhood to the Westside Wastewater Treatment Facility.
- The pump station and the associated force main pipe have exceeded their useful life and require complete replacement.

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

Present Situation
The West 16th Pump Station is a wastewater pump station located on the southeast corner of the Westside Wastewater Treatment Facility that serves the Fruit Valley neighborhood. The pump station and the 12-inch diameter, 700-foot-long force main pipe were constructed in 1964. All equipment is original to the pump station and require routine repairs to pump leaks and other equipment damage. Access to pump equipment is nearly 30 feet below ground level and presents undue hazards to operations and maintenance staff.

The City's 2011 General Sewer Plan recommended replacing the pump station, based on the pump station's age and condition. A recent condition assessment and evaluation of the pump station confirmed that a complete replacement of the pump station and force main is necessary.

On May 13, 2025, bids were opened for this project (ITB 25-21). Bids were received from 7 companies:

SUMMARY OF BIDS	
BIDDER	**AMOUNT**
Colf Construction, Vancouver WA	$1,688,168.00
Lee Contractors, LLC	$1,720,128.00
Tapani, Inc.	$1,758,795.52
KR Homes, LLC	$1,862,928.00
Clark & Sons Excavating	$1,876,065.60
Advanced Excavating Specialists	$1,886,592.00

MJ Hughes Construction	$2,141,728.00
Engineers Cost Estimate	$1,709,928.00

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

The Contractor intends to exceed the 10% apprenticeship goal by utilizing 405 apprenticeship hours out of the estimated total 3,725 project hours.

Advantage(s)

1. The pump station will meet current safety standards and eliminate operations and maintenance staff exposure to electrical and pathogen hazards.
2. Replace outdated and inaccessible infrastructure that has exceeded its useful life with modern and efficient equipment.
3. Ensures reliable and safe pumping and conveyance of wastewater in Vancouver's collection system.

Challenge(s)
None

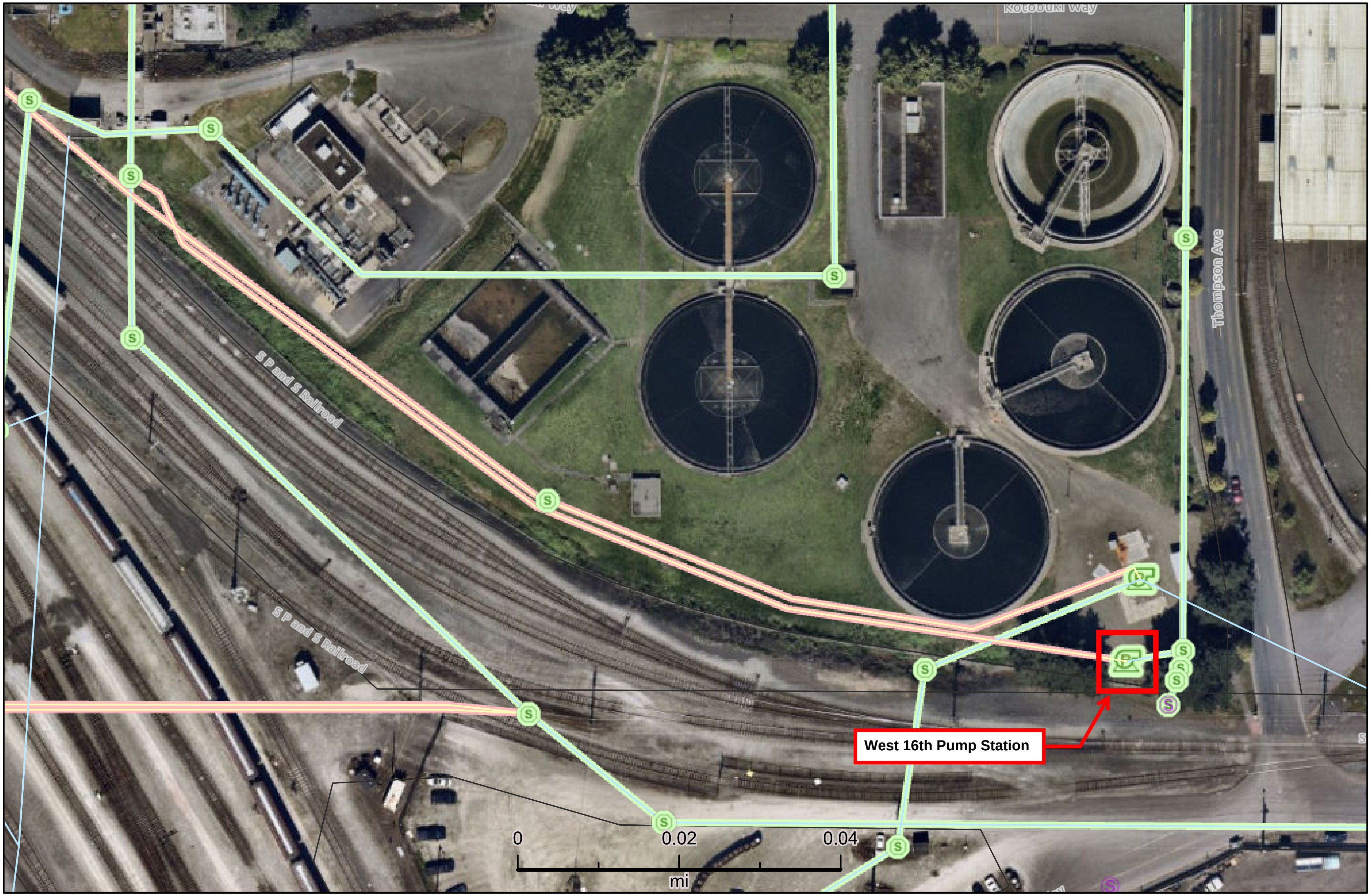
Budget Impact
Funds for this project were appropriated in the Wastewater Treatment Capital budget.

Prior Council Review
Approved in the 2025-2026 Wastewater Treatment Capital Budget.

Action Requested
On Monday, June 2, 2025, award a contract and authorize the City Manager, or designee to execute a construction contract and any required amendments with Colf Construction of Vancouver, WA for the W 16th Pump Station improvements at the Westside WWTF at their bid price of $1,688,168, which includes Washington State sales tax and apprenticeship utilization.

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

Attachments:
1. Vicinity Map
2. Contract



CITY OF Vancouver WASHINGTON

West 16th Pump Station Improvements Project
Vicinity Map

CONSTRUCTION CONTRACT # C-101975
BID 25-21: WEST 16th PUMP STATION IMPROVEMENTS

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Colf Construction, LLC, PO Box 1434, Vancouver, WA 98668 (hereinafter referred to as the "Contractor"). The City and the Contractor may be collectively referred to herein as the "Parties" or individually as a "Party."

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

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 25-21 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on Monday, June 2, 2025 per Staff Report No. ##-##; and

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

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

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

   This Contract provides for the complete replacement of the West 16th Pump Station and force main located at 2321 W Mill Plain Boulevard, Vancouver, WA. The Work includes removal of existing infrastructure, construction of a new submersible pump station with a new 40 feet deep and 10 feet in diameter wet well, abandonment of the existing force main, construction of the new force main and other work, all in accordance with the attached Plan Set, these Contract Provisions, and the Standard Specifications, hereinafter referred to as "Work."

   The Contract Work shall be Physically Complete within 135 Working Days from the Notice to Proceed. Groundwater dewatering discharge to the Westside Wastewater Treatment Facility effluent outfall is limited to the dry season (July-October).

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

3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty days after execution of this Contract. Contractor shall ensure all Contractor employees and any subcontractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

4. **CONTRACTOR RESPONSIBLITIES FOR SUBCONTRACTOR:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all federal, state and municipal laws, rules and regulations whatsoever.

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

   a. Have a current certificate of registration in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal.
   b. Have a current Washington Unified Business Identifier (UBI) number.
   c. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350.
   d. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapter 49.46, 49.48 or 49.52 RCW.
   e. If applicable, have:
      i. Industrial Insurance (worker's compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW.
      ii. A Washington Employment Security Department reference number, as required in Title 50 RCW.
      iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW.
      iv. An electrical contractor license, if required by Chapter 19.28 RCW.
      v. An elevator contractor license, if required by Chapter 70.87 RCW.
   f. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

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

6. **COMPENSATION AND SCHEDULE OF PAYMENTS**: In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.8% Washington State Sales Tax (if applicable) $1,688,168.00 USD.

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

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

   The City of Vancouver may inspect all policies, and copies shall be provided to the City upon request. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The City reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

   The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate Per Occurrence	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or non-owned vehicles used in the operation, installation and maintenance of facilities under this Contract.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$2,000,000
IV. Pollution Legal Liability	
Each Claim	$3,000,000
Annual Aggregate	$6,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance	Contract Value

COVERAGE	LIMITS OF LIABILITY
Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	

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

a. City Listed as Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as 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 Worker's 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. Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

d. The City of Vancouver shall be listed on the Certificate as Certificate Holder.

e. Cover Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

f. Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages required for Commercial General Liability and Auto Liability. Upon request of the City, the Contractor shall provide evidence of such insurance.

g. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date. The Contractor shall provide the City and all Additional Insured with written notice of any policy cancellation, within two business days of their receipt of such notice.

h. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, suspend work or terminate the contract.

i. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

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

9. **DISPUTE RESOLUTION**: In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract. The Parties agree to pay their own attorneys' fees and expenses.

10. **GOVERNING LAW/VENUE**: This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.

11. **EMPLOYMENT OF LABOR**: The Contractor agrees that all persons employed by the Contractor and by any of its subcontractor and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any day, except as provided or allowed by Chapter 49.28 RCW and WAC 296.127 and any amendment thereto.

12. **PAYMENT OF LABOR**: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing wage rate for an hour's work, in accordance with the provisions of Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

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

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

13. **PAYMENT TO THE CONTRACTOR**: Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the

Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any of any overages paid in error by the City.

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

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

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

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

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

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

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

17. **COOPERATIVE PURCHASING**: The Washington State interlocal Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

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

19. **AUTHORIZATION AND COMPLIANCE WITH THE LAW**: The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.

20. **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 website or by phone at 800-451-7985, or the City's website to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

21. **RELATION OF PARTIES**: The Contractor, its subcontractors, agents and employees are independent contractors performing services for the City and are not employees of the City; shall not as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.

22. **ASSIGNMENT**: This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.

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

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

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

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

25. **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 the 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.

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

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

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

29. **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.

30. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**: During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation and benefits, including apprenticeship.

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

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

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

    1. Amendments to the Contract,
    2. This Contract,
    3. Contractor's Bid including all Addenda to the Solicitation,
    4. Specifications,
    5. Contract Plan Set,
    6. General Conditions for Facility Construction.

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

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

    If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

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

For the City:	For the Contractor:
Anna Vogel	Garrett Colf
City of Vancouver	Colf Construction, LLC
415 W 6th Street	PO Box 1434

P O Box 1995
Vancouver WA 98668-1995
anna.vogel@cityofvancouver.us

Vancouver, WA 98668
Garrett@colf.com

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

CITY OF VANCOUVER
A municipal corporation

____
Lon Pluckhahn, City Manager

____
Date

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Nena Cook, City Attorney

CONTRACTOR:
Colf Construction, LLC.

____
Signature

____
Printed Name /Title

____
Date

Staff Report: 106-25

To: Mayor and City Council
From: City Manager
Date: June 2, 2025

Subject
Master Interlocal Services Agreement - SW Washington Regional Transportation Council

Key Points

- The City of Vancouver maintains a Master Interlocal Service Agreement with the Southwest Washington Regional Transportation Council (RTC) for the purpose of reimbursement for work and services provided by either of the two agencies.
- RTC is the state-designated Regional Transportation Planning Organization for Clark County. Its function is to facilitate coordination of transportation planning activities at all jurisdictional levels in alignment with local comprehensive plans to encourage and promote the development of a balanced, safe, efficient and affordable regional transportation system to meet the mobility needs of people and goods, within and through Southwest Washington, and minimize transportation-related air pollution.
- While most coordinating work between the City of Vancouver and RTC is done without reimbursement, occasionally services are rendered that require this. For example, the City recently asked RTC to coordinate a complex regional model run with Metro (RTC and Metro collectively manage the region's transportation model) to understand impacts related to Comprehensive Plan land use alternatives. The City uses the interlocal to reimburse RTC for these services.

Strategic Plan Alignment
Transportation and Mobility – a safe, future-ready and convenient transportation system

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

Present Situation
The City of Vancouver and RTC have maintained an interlocal agreement since the establishment of RTC under federal law and pursuant to state law in 1992. The previous ILA was executed in November 2017 for a period of five (5) years and is now expired. The current expiration of the ILA leaves the agencies unable to reimburse each other for services rendered. The updated ILA will extend the period of agreement for up to ten (10) years.

Advantage(s)

1. The ILA allows the City of Vancouver and RTC to partner and coordinate on required transportation planning activities and utilize the other's personnel and expertise when appropriate to increase efficiency.
2. The Master Agreement negates the need to create a new agreement for each occasion where a service is needed by one partner, but does allow for each work order to set a rate of

compensation and timeline.

Challenge(s)
None – either party can terminate the agreement upon sixty (60) days written notice.

Budget Impact
This agreement contains no budget impact. Any costs reimbursed through the ILA would be part of a project budget programmed through the typical City of Vancouver budget process.

Prior Council Review
Council executed the previous interlocal agreement in 2017. While this agreement has not come before Council since then, plans and processes done in coordination with RTC have, including the Transportation System Plan, the Comprehensive Plan, and the Transportation Improvement Program.

Action Requested
On Monday, June 2, 2025, adopt the Master Interlocal Service Agreement with the Southwest Washington Regional Transportation Council.

Staff Contact
Kate Drennan, Transportation Planning Program Manager, Rebecca Kennedy, Deputy Commmunity Development Director, kate.drennan@cityofvancouver.us, rebecca.kennedy@cityofvancouver.us

Attachments:
1. Agreement

MASTER INTERLOCAL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into as of [MONTH/DAY/YEAR] (the "Effective Date") by and between SOUTHWEST WASHINGTON REGIONAL TRANSPORTATION COUNCIL, (hereinafter "RTC"), a metropolitan planning organization established under federal law and regional transportation planning organization established pursuant to state law, and created by interlocal agreement effective July 1, 1992, and the CITY OF VANCOUVER, a municipal corporation duly organized pursuant to the laws of Washington, (hereinafter, "City").

WHEREAS, RTC and the CITY OF VANCOUVER regularly partner and coordinate to complete required transportation planning activities and utilize the other's personnel and expertise when appropriate to increase efficiency; and

WHEREAS, the parties have personnel and specific expertise that is different and complementary, and in combination are able to meet regional and state goals and requirements through and are willing to do said work for one another in consideration of the mutual covenants and agreements herein contained in accordance with Chapter 39.34 RCW and pursuant to RCW 39.34.080, as applicable;

WHEREAS, this AGREEMENT has been authorized by the respective governing bodies of the RTC and the CITY OF VANCOUVER; now, therefore,

IT IS COVENANTED AND AGREED as follows:

1. The purpose of this AGREEMENT is to maximize the resources and expertise of the parties to increase efficiency in transportation planning.

2. RTC or the CITY OF VANCOUVER shall provide one another those transportation planning services as requested of one another in work orders to implement this AGREEMENT to the same standards provided by RTC or the City in their respective capacities.

3. Each work order shall set forth the scope of work, rate of compensation, not to exceed amount, and timelines for completion for each project.

4. Such work orders shall be executed by the parties by the administrative agents, or designees, specified in this AGREEMENT:

For the City:

Director; Community Development Department;
or,
Director; Public Works Department

For RTC:

Executive Director, Southwest Washington Regional Transportation Council

5. This AGREEMENT will be utilized by the City Community Development and Public Works departments and RTC.

6. Each party requesting service, covenants by executing a work order pursuant to this AGREEMENT that its requests for service are within the annual budget for that party or department and for that service.

7. All costs to party providing service for its labor, assigned contractors and administrative expenses shall be recovered under a reimbursable work requisition number. All cost estimates shall include appropriate administrative overhead rates, applicable sales and business and occupation taxes, applicable liability insurance charges, and actual charges. Costs shall include actual direct labor and usage charges and any applicable overhead.

8. Upon completion of each reimbursable work requisition, the party requesting service agrees to pay the party providing service, the amount of the costs under the work order within 60 days of invoice. Both parties shall endeavor to timely pay all bills for service.

9. Both parties agree that in the performance of this AGREEMENT they shall comply with the provisions of RCW 39.34.080, as applicable.

10. Both parties agree that in the performance of this AGREEMENT they shall comply with all other applicable local, state and federal laws.

11. It is understood and agreed that each party will be responsible for its own negligence and will, to the extent of its negligence, indemnify and hold harmless the other party from any and all claims, losses, or causes of action, suits and actions in equity of any kind.

12. Each party agrees to hold the other party harmless from any and all bodily injury claims brought by employees of that party and expressly waives its immunity under Title 51 RCW, the Industrial Insurance Act, as to these claims which are brought against the other party; provided, that if RTC and the CITY OF VANCOUVER are both found to be negligent, each party's duty to

indemnify shall be limited to the extent of its negligence. The RTC and the CITY OF VANCOUVER waive transfer of rights of recovery (subrogation) against each other, their agents, representatives, directors, officers and employees for any claim arising out of acts, errors, mistakes, omissions in the provision of work or services under this AGREEMENT.

13. It is understood and agreed between the parties that this AGREEMENT shall not be assigned, transferred or any portion subcontracted hereunder by the either party without the prior written permission of the other party.

14. Any notices to be given under this AGREEMENT shall be delivered postage repaid and addressed to:

To RTC:

Regional Transportation Council
PO Box 1366
Vancouver, WA 98666-1366
Attn: Transportation Director

To CITY OF VANCOUVER:

CITY OF VANCOUVER
Director, Community Development Department;
and,
Director, Public Works Department
P.O. Box 1995
Vancouver, Washington 98668-1995

15. This AGREEMENT is intended for the benefit of the parties and is not intended to create third party beneficiaries.

16. The term of this AGREEMENT is for ten (10) years from the Effective Date. Either party may terminate this AGREEMENT upon sixty (60) days written notice. The parties agree to reimburse one another for the cost of services provided through the date of termination of this AGREEMENT.

17. This AGREEMENT is entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section 1. Its term or duration is as specified in Section 16. Its method of termination is set forth in Section 16. Its manner of financing is described in Sections 2-8. No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

18. The parties agree that there shall be two (2) signed originals of this AGREEMENT procured and distributed for signature by the necessary officials of RTC and the CITY OF

VANCOUVER. Upon execution, a copy of the executed original of this Agreement shall be posted on both parties' websites within ten (10) days of execution. Upon posting of the executed copies of this Agreement on both parties' websites, each signed original shall constitute an Agreement binding upon the RTC and the CITY OF VANCOUVER.

19. Acts taken in conformity with this AGREEMENT prior to its execution and filing are hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties hereto have authorized and executed this AGREEMENT as of the Effective Date set forth above.

FOR SOUTHWEST WASHINGTON
REGIONAL TRANSPORTATION COUNCIL

By: ________________________________
Matt Ransom, Executive Director

Approved as to form:

By: ________________________________
Ted H. Gathe, General Counsel

CITY OF VANCOUVER,
a Washington municipal corporation

By: ________________________________
Lon Pluckhahn, City Manager

Attest:

By: ________________________________
Natasha Ramras, City Clerk

Approved as to form:

By: ________________________________
Nena Cook, City Attorney

Staff Report: 107-25

To: Mayor and City Council
From: City Manager
Date: June 2, 2025

Subject
2025 Internet Crimes Against Children (ICAC) State Grant

Key Points
Enhance the Vancouver Police Department's (VPD) ability to investigate and support prosecution for Internet Crimes Against Children, helping to reduce and prevent child abuse and exploitation in our community.

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

Present Situation
The Vancouver Police Department continues to prioritize the safety and well-being of children in our community through active participation in the ICAC Task Force. This work is supported in part by a state subaward provided by the Seattle Police Department, which serves as the regional ICAC Task Force Lead.

In previous years, this subaward has been used to strengthen VPD's ICAC investigative capabilities. Funding has supported a range of critical needs, including annual software license fees for digital forensic tools, overtime to allow investigators to respond quickly to online child exploitation reports, training and travel to stay abreast of best practices, necessary equipment, and officer wellness initiatives related to the high-stress nature of these investigations.

The 2025 ICAC State Subaward Grant will continue to support these essential components, ensuring VPD investigators have the tools and resources to protect vulnerable populations form online exploitation. The grant will allow VPD to continue to conduct thorough ICAC investigations and to uphold community safety through proactive law enforcement and digital crime prevention.

Advantage(s)
Enhance Vancouver's capacity to investigate Internet Crimes Against Children, and address child abuse and exploitation.

Challenge(s)
None

Budget Impact
No budget impact as this grant does not require a local match. The grant revenue will be appropriated in the 2025 Fall Supplemental through a decision package.

Prior Council Review
None

Action Requested

On Monday, June 2, 2025, authorize the City Manager, or designee, to.Authorize the City Manager or designee to approve the 2025 ICAC State Grant.

Staff Contact

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

Attachments:

1. Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

City of Vancouver
Vancouver Police Department
PO Box 1995
Vancouver, WA 98668-1995

THIS AGREEMENT is made and entered into by and between the City of Seattle Police Department, hereinafter referred to as "SPD" and the City of Vancouver Police Department.

WHEREAS, The Seattle Police Department is the Lead Agency for Washington State's Internet Crimes Against Children (ICAC) Task Force;

WHEREAS, The Vancouver Police Department, is a member of the ICAC Task Force and requires funding to support its investigation and prosecution of ICAC crimes;

WHEREAS, The Seattle Police Department receives funding to support investigation and prosecution of ICAC crimes and wishes to share this funding with Task Force Members to further the mission of the Task Force;

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

IT IS THEREFORE MUTUALLY AGREED THAT:
This agreement is to support Vancouver Police Department's ICAC overtime, travel/training, equipment, and software necessary for ICAC investigations. Written pre-approval from SPD is required before incurring expenses.

In the event the MOU requires a change in scope or an increase in cost beyond the amount agreed to, the SPD and Vancouver Police Department shall agree to any such changes in writing prior to the commencement of Services requiring the change in the scope or cost increase.

TERM OF AGREEMENT
This Agreement shall begin January 1, 2025 and terminates December 31, 2025. This agreement may be modified and continued, by amendment, for work beyond this date, by mutual agreement of the parties.

PAYMENT
SPD will pay Vancouver Police Department for work covered in the Scope of Work for actual costs incurred by Vancouver Police Department

The funding limit shall not exceed $50,000 and shall reflect the Parties' best estimate of the cost of work to be accomplished under this Agreement. SPD shall not be obligated for any expenditure in excess of the funding limit unless prior written authorization is received. Actual amounts reimbursed under this Agreement shall be based on actual costs incurred by Vancouver Police Department. In no event, shall any Party be paid for costs that are not documented pursuant to the requirements of this Agreement.

All requests for travel reimbursement will include receipts for all claimed travel expenses, with the exception of meals. The Recipient shall submit requests for reimbursement in accordance with the following restrictions:

- Lodging expenses shall not exceed the federal lodging rates.
- Travel expenses shall be the most economical rate available in Coach
- Meal expenses must be in accordance with the federal per diem rates.
- Ground travel expenses, only as necessary
- Parking expenses, only as necessary.

SPD will pay Vancouver Police Department pursuant to the following provisions, unless otherwise agreed in writing:

1. Vancouver Police Department shall submit to SPD an invoice for Services performed no later than thirty (30) calendar days following the month in which the Services were performed. Invoice shall include a summary of total costs billed to date. Any request for payment for work performed prior to the issuance of a notice to begin work, or work billed later than ninety (90) calendar days after its completion shall not be eligible for payment.

2. Unless otherwise directed, Vancouver Police Department shall submit invoices and appropriate supporting materials to:

   Seattle Police Department
   Attn: Fiscal Office
   PO Box 34986
   Seattle, WA 98124-4986
   spdap@seattle.gov

3. Vancouver Police Department agrees to submit a final bill to SPD within thirty (30) calendar days after the end date of this Contract, and will label the invoice "FINAL BILL."

INDEMNIFICATION AND HOLD HARMLESS

Vancouver Police Department shall defend, indemnify, and hold the City harmless from and against all claims, demands, losses, damages or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

- The sole negligence or willful misconduct of Vancouver Police Department, its officials, officers, employees, and agents;
- The concurrent negligence of Vancouver Police Department, its officials, officers, employees, or agents but only to the extent of the negligence of Vancouver Police Department, its officials, officers, employees, and agents;
- The negligent performance or non-performance of the contract by Vancouver Police Department; and

Company waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the City and its officials, agents, and employees.

INSURANCE

The Vancouver Police Department agrees that it will maintain premises operations and vehicle liability insurance in force with coverages and limits of liability typically maintained by consultants performing work of a scope and nature similar to that called for under this Agreement, but in no event less than the coverages and/or limits required by Washington state law. Such insurance shall include "The City of Seattle" as an additional insured for primary and non-contributory limits of liability. Workers compensation insurance shall also be maintained if required by Washington state law.

TERMINATION
Either party may terminate this Agreement without recourse by the other party upon written notice to terminate. Notice of termination shall be given by the party terminating this Agreement to the other, not fewer than fifteen (15) business days prior to the effective date of termination.

AGENCY CONTACTS
Contact between the Parties regarding Agreement administration will be between the representatives of each Party or their designee as follows:

Vancouver Police Department	Seattle Police Department
Name: Daphine Harris	Name: Kelly Crouch
Phone: (360) 487-7498	Phone: 206.386.9140
Email: daphine.harris@cityofvancouver.us	Email: Kelly.crouch@seattle.gov

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the latest day and year written below.

VANCOUVER POLICE DEPARTMENT

______________________________ **Date**
Name: Lon Pluckhahn
Title: Vancouver City Manager

SEATTLE POLICE DEPARTMENT

____
Brian G. Maxey **Date**
Chief Operating Officer

Staff Report: 108-25

To: Mayor and City Council
From: City Manager
Date: June 2, 2025

Subject
2025 Washington Auto Theft Prevention Authority (WATPA) Grant

Key Points

- Vehicle pursuits remain a significant safety risk, and VPD is committed to adopting innovative tools that enhance officer and public safety while promoting safe de-escalation.
- VPD has secured a $41,825 public safety grant to install five Grappler systems—safer alternatives to PIT—on designated patrol and tactical vehicles across multiple units.

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

Present Situation
Vehicle pursuits present a significant risk to officers, suspects, and members of the public. In an effort to reduce these risks, the Vancouver Police Department (VPD) continually seeks innovative tools that support officer safety, enhance public protection, and align with the department's commitment to using advanced technologies to de-escalate dangerous situations in a professional and efficient manner.

At present, VPD officers are trained to use the Pursuit Intervention Technique (PIT) maneuver to stop fleeing vehicles. While effective in certain circumstances, PIT maneuvers come with risks.

To enhance pursuit safety, VPD has identified the Grappler Vehicle Intervention System as a safe alternative option. The Grappler deploys from the front bumper of a patrol vehicle and entangles the rear axle of a fleeing vehicle, bringing it to a controlled stop with minimal risk.

This technology offers three key advantages:

- **Quick De-escalation:** Enables officers to bring pursuits to a safe conclusion within seconds of deployment.
- **Concealment:** The system is compact and discreet, maintaining the patrol vehicle's standard appearance while preserving tactical flexibility.
- **Fast Reload Speeds:** Units can be quickly reset and redeployed, minimizing downtime and maximizing field readiness.

VPD has been awarded a public safety grant in the amount of $41,825. This funding will fully cover the purchase and installation of five Grappler systems. These five systems will be installed on 2024 Ford F-150 trucks, to include the following units – Crime Reduction Unit (CRU), Special Weapons and Tactics (SWAT), Neighborhood Police Officer (NPO), Patrol for West Precinct and Patrol for East

Precinct.

This grant-funded initiative reflects VPD's ongoing efforts to enhance officer safety and public protection through the use of advanced de-escalation tools. The Grappler system will serve as a valuable addition to the department's vehicle pursuit mitigation capabilities.

Advantage(s)

1. Grapplers enable quick and controlled de-escalation of vehicle pursuits, reducing danger to all parties involved.
2. The system is compact and discreet, preserving the vehicle's appearance and tactical advantage.
3. Grapplers can be rapidly reloaded, allowing for minimal downtime and continued operational readiness.

Challenge(s)

The system is vehicle-specific and currently limited to installation on larger patrol vehicles like the Ford F-150.

Budget Impact

No budget impact as this grant does not require a local match. The grant revenue will be appropriated in the 2025 Fall Supplemental through a decision package.

Prior Council Review

None

Action Requested

On Monday, June 2, 2025, authorize the City Manager, or designee, to approve the 2025 Washington Auto Theft Prevention Authority Grant.

Staff Contact

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

Attachments:

1. WATPA Award Letter and Grant Agreement
2. WATPA Auto Theft Prevention Grants Policy & Procedure Guide

WASHINGTON AUTO THEFT PREVENTION AUTHORITY

WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS

May 20, 2025

Vancouver Police Department
PO Box 1995
Vancouver, WA USA 98668

I am pleased to inform you that Washington Auto Theft Prevention Authority (WATPA) Board of Directors has approved the **Vancouver Police Department** grant application for funding of **Equipment & Technology.** The award is in the amount of **$41,825.00.** The grant award is effective **May 20, 2025 and expires on June 30, 2025**. This award is a one-time event and does not imply or promise availability of funds for replacement or continuation of funding after June 30, 2025.

Enclosed is an award agreement. This agreement is to be signed and returned to WATPA. No funds will be reimbursed until the signed agreement is received. Expenditures prior to the award effective date or after the grant expiration date are not authorized and will not be reimbursed. All grant awards are subject to Grant Policies and Procedures of the Washington Auto Theft Prevention Authority. Costs will be paid on a reimbursement basis. Your agency will be reimbursed for actual expenses only up to the limit of the award categories. All grantees must sign the attached non-supplanting agreement before reimbursement can begin. Also, please note that reimbursement requests by grant recipients will only be processed upon receipt of current semi-annual reports by the WATPA office. The semi-annual report form is available on the WATPA website, www.WaAutoTheftPreventionAuthority.org

If you have any questions, please contact me at Phone: 253-677-8576 E-mail: bjeter@waspc.org

Sincerely,

Bryan Jeter, Executive Director
Washington Auto Theft Prevention Authority

AGREEMENT BETWEEN VANCOUVER POLICE DEPARTMENT AND THE WASHINGTON AUTO THEFT PREVENTION AUTHORITY

AUTO THEFT PREVENTION GRANT PROGRAM AWARD AGREEMENT

Award Recipient Name and Address:
Vancouver Police Department
PO Box 1995 | Vancouver, WA USA 98668

Award Period:	Amount Approved
05/20/25 - 06/30/25	**$41,825.00**

Funding Authority:
WASHINGTON AUTO THEFT PREVENTION AUTHORITY

Requests for reimbursement under this agreement are subject to the following Budget:

EQUIPMENT & TECHNOLOGY
$41,825.00

IN WITNESS WHEREOF, the WATPA and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year last written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and other documents incorporated herein by reference: WATPA Auto Theft Prevention Grants Policy & Procedure Guide.

WATPA		**RECIPIENT**	
Name/ Title:	Bryan Jeter WATPA, Executive Director	*Name/ Title:*	
Date:		*Date:*	

WASHINGTON AUTO THEFT PREVENTION AUTHORITY

Washington Association of Sheriffs and Police Chiefs

Auto Theft Prevention Grants

Policy & Procedure Guide

January 2025

Washington Auto Theft Prevention Authority
3060 Willamette Dr. NE, Suite 101
Lacey, WA 98516
360-292-7900

Available on-line at
www.WaAutoTheftPreventionAuthority.org

Washington Auto Theft Prevention Authority
GRANT PROCEDURES AND POLICIES

- **Purpose**

  - The purpose of this manual is to provide guidance to grant applicants, recipients and sub-recipients regarding compliance with Washington Auto Theft Prevention Authority (WATPA) procedures and policies. This manual is not intended to be an all-encompassing statement of responsibilities but is intended to identify the information and requirements most relevant to the grant recipient.

- **Applicability**

  - The content of this manual is applicable to:

    - WATPA Grant Program applications and awards
    - Grant recipients and sub-recipients.
    - Grant supported activities.
    - Management and accountability of grant funds.
    - Management and accountability of program income.

- **Notice of Possible Changes**

  - This guide is updated periodically to reflect changes in applicable federal or state law and/or Authority policy. Changes are effective immediately.
  - Policy and procedure changes will be posted on the WATPA website at www.WaAutoTheftPreventionAuthority.org as they occur. WATPA staff will attempt to notify grant recipients of changes. However, grant recipients should periodically check the website to ensure they are up to date on policies and procedures applicable to their grants.

- **Grant Principles**

  - The purpose of grant funding is to support local and state projects, undertaken at the recipient's initiative, to reduce motor vehicle theft in Washington State. Financial assistance provided through the grant program is intended to address motor vehicle theft issues in the areas of prevention, enforcement, prosecution, public awareness and education, and technology and equipment. These areas of need narrow the purpose for which grant funding is intended, and for what, when and how funds may be expended.

- Receipt of grant funding is not an entitlement.
  - Funding is limited, intended for specific purposes, and limited by both programmatic and fiscal restrictions.
  - The Washington Auto Theft Prevention Authority has a responsibility to ensure that grant funding is distributed to provide the most effective outcomes for the State of Washington.
  - Grants are awarded based upon a variety of criteria including; however, not limited to:
    - Where motor vehicle theft is a more significant problem
    - Proposed methods of reducing motor vehicle theft
    - Success of proposed activities
    - Past performance
    - Previous grant procedure compliance
    - Multi-jurisdiction participation in grant activities
      Significant emphasis is placed on grant proposals that include multiple jurisdiction activities
    - Grant recipient's matching financial contribution to funding activities
  - Previous receipt of grant funds does not guarantee future funding.
- Receipt of grant funding includes conditions and responsibilities
  - The grant funding provided through the Washington Auto Theft Prevention Authority is accounted for in two ways.
    - Financial Accountability
      - WATPA is funded by diverting a portion of insurance premium taxes that are collected via the Office of the Insurance Commissioner.
      - All grant funds are subject to review and audit
- All grant recipients are required to submit periodic financial reports to the WATPA.

- Program Accountability
  - Grant recipients are required to submit periodic reports on program progress. The nature and frequency of reports is at the discretion of the WATPA Board of Directors. WATPA may revoke a grant award if timely, clear and meaningful information on accomplishments is not received from the grant recipients.
  - The WATPA is required to report activities and outcomes to the Washington State Legislature and the Governor on an annual basis.

- **Grant Awards**

- The Washington Auto Theft Prevention Authority (WATPA) will allocate funds to public agencies for the purpose of establishing, maintaining, and supporting programs that are designed to prevent motor vehicle theft. All awards will be based on the evaluation of grant proposals by WATPA staff with review and final approval by the Authority members. Funds will be made available through grants that address the following:

  - Law Enforcement

    - Awarded to law enforcement agencies to promote more efficient and effective motor vehicle theft investigation and enforcement.
    - Financial support may be provided to a unit of local government or a team consisting of multiple units of local governments (i.e. task forces).
    - Law enforcement agencies in the State of Washington will be notified of the availability and purpose of grant funds and will be eligible to submit applications for grants provided they comply with the terms and conditions of the grant.
    - Grant requests for financial support of enforcement efforts shall include budget proposals sufficient to fund proposed activities, which include, but are not limited to:
      - Administration costs
      - Law enforcement costs
      - Prosecution costs

  - Professional Training

    - Awarded to law enforcement and prosecutorial agencies to promote professional training and development of law enforcement officers or prosecutors. Awards may be used for tuition and/or travel expenses.
    - Agencies and prosecutorial offices within the State of Washington will be notified of the availability and purpose of grant funds and will be eligible to submit applications for grants provided they comply with the terms and conditions of the grant.
    - Applications will be considered based upon their expected benefit to the statewide effort to reduce and/or prevent motor vehicle theft.

- Technology and Equipment
  - Financial support provided for the procurement of equipment and technology for use by law enforcement agencies for the purpose of reducing motor vehicle theft.
  - May be a stand-alone request or incorporated as part of an overall motor vehicle theft reduction package (example: investigation, apprehension, analysis, prosecution, etc.)

- Prosecution
  - Awarded to prosecuting attorney offices within the State of Washington to enhance motor vehicle theft prosecution.
  - Awards are based upon review of areas of greatest need and expected improvement of the motor vehicle theft problem in Washington.
- Public Awareness and Education
  - Awarded to public agencies for programs that are designed to educate and assist the public in the prevention of motor vehicle theft.

- **Notification**
  - The WATPA will notify law enforcement agencies, prosecutors, and other public agencies within the State of Washington when grant applications will be accepted.
    - This notice will also be posted on the WATPA website at www.WaAutoTheftPreventionAuthority.org under the general heading of ***GRANTS.***
  - Notification will include:
    - Purpose of grants including types of expenditures that will be approved and/or disapproved
    - Statement of how the recipient agencies will receive the grant funds
    - Policy on funding equipment purchases
    - Application closing date and time
    - Date of information meeting, if planned
    - Information regarding performance measures
    - Application format
    - Information regarding financial reports
    - Grant application review and approval procedures
    - Notice that applications will not be considered if they fail to comply with grant application instruction and requirements

➢ Grant Applications

All grant applications must satisfy the following conditions:

- Must be approved by the Authority Board of Directors
- Must be submitted by the deadline announced by the Authority
- Are only accepted from public agencies within the State of Washington
- Must be prepared in accordance with all applicable documents, forms and guidelines adopted by the WATPA
- Must include the names, titles, addresses, and telephone numbers of the authorized official, project director, and financial officer
- Must include which performance measures will be used when requested
- Law enforcement agencies that apply for WATPA grants must ensure that stolen motor vehicle information is entered in WACIC operated by the Washington State Patrol
- Require an agreement signed by an authorized representative of the grant recipient and Executive Director of the WATPA before the grant will be funded
- Applications for grants that include procurement of equipment are subject to the following conditions:
  - Statement that the applicant will comply with their governing body's procurement requirements (specifically regarding bid requirements for equipment of a certain value).
  - If equipment is valued over $ 5,000, the WATPA may require the recipient to record and report performance data and impact on vehicle theft in its jurisdiction for three years from the date of purchase
  - The recipient will own the equipment awarded through the grant and as a condition of the grant award, must accept responsibility for maintaining the equipment and ensuring that it is used for the stated purposes
  - A statement justifying the need for the equipment and expectations for the reduction of motor vehicle theft in the recipient's jurisdiction must be included with the proposal
- Other information or documentation may be required

➢ Disqualification of Application

- Requests that do not conform to the purpose of the grant announcement
- Applications which are submitted after close of business (5:00pm) on the due date
- The Authority reserves the right to table any grant request for further consideration or to obtain additional information

The completed grant application will be mailed or delivered to:

Grant Program Manager
Washington Auto Theft Prevention Authority
3060 Willamette Dr. NE, Suite 101
Lacey, WA 98516

- Review and approval/denial of Grant Applications
  - The Washington Auto Theft Prevention Authority staff will review grant applications for compliance with guidelines.
  - Following staff review, the Authority members will review and take action on grant proposals.
  - The Washington Auto Theft Prevention Authority will review only those grant applications in compliance with the applicable documents, forms, and guidelines adopted by the Authority.
  - The Authority may award a grant, award a grant with modifications, or reject a grant application.
  - All grant award decisions by the Authority are final.
- Criteria for Evaluation of Grant application
  - Application criteria
    - Application received timely
    - Application is complete
    - Application is from a public agency within the State of Washington
    - Application is prepared in accordance with requirements announced in public notification
    - Application includes names, titles, addresses and telephone numbers of the authorized official, project director, and financial officer
    - Application includes required non-supplanting declaration.
    - Application containing a request for equipment exceeding $5,000, must include three price quotes or reasons why three quotes were not available before funding is released.
  - Agency criteria
    - The agency is not ineligible for future grant awards due to the termination for cause of a prior grant award
  - Program criteria (criteria and requirements set forth in the notification regarding specifics of the grant program)
  - Other information that must be included:

- Name of agency or agencies participating in proposed activities
- Population of jurisdiction (s)
- Motor vehicle thefts in the primary applicant jurisdiction (annual and monthly)
- Annual motor vehicle recoveries and arrests in jurisdiction (s)
- County(s) that are included
- Prior funding received
- Multi-jurisdiction task force participation and activities in jurisdiction

- Revision of Grant Applications
  - The Authority may require revision of a grant application to comply with all applicable State and federal laws, guidelines, rules, regulations, and applicable administrative and financial requirements for funded projects.

- **Non-supplanting Requirements**
  - Monies expended from the Washington Auto Theft Prevention Account shall not be used to supplant other monies that are available for vehicle theft prevention.
  - At minimum, each recipient shall declare, as part of their application, that the Washington Auto Theft Prevention Authority funds will not be used to replace State or local funds that would have been available in the absence of grant funds.

- **Notification of Grant awards and acceptance**
  - Grant applicants will be notified of application status following final action by the Authority.
  - Each recipient shall accept or reject a grant award in the form and manner prescribed by the WATPA within 60 days of the grant award date.
  - Failure by the recipient to execute the grant agreement within 60 days of the award date will be construed as rejection of the grant award.
  - A 30-day extension may be requested in writing.
  - No funds will be released to the grant recipient until a signed agreement is completed.

- **Administration of a Grant**
  - Grants shall be administered in accordance with all applicable federal, state and local laws, rules, regulations, policies, or guidelines; and policies, procedures, terms, conditions, standards, or stipulations of grant agreements defined by the Authority.

- **Term of Grants**

  - All grant awards will be for a term as specified in the grant announcement.
  - Grant award terms will be based on Washington State biennial funding periods. (Biennium begins July 1 every odd numbered year – 2007, 2009, 2011, 2013, etc.)

    - Grant award terms shall be for no more than two years.
    - Grant award terms may be less than two years but must end no later than the biennium end date (June 30 of odd numbered years) as expenditure of state appropriations are only authorized during a specific biennium.
    - State law does not allow appropriations from the Auto Theft Prevention Account to carry forward past the end of a biennium.

- **Grant Modifications**

  - Prior written approval from the Executive Director or designee is required for any changes in the project scope, objectives, approach, or geographical location of the grant including the following:

    - Transfers of funds among any cost category.
    - Changes in the number or job descriptions of personnel specified in the grant agreement.
    - Changes in the grant period.
    - Other changes for which the grant agreement or grant and contract management policies and procedures require prior approval.
    - A recipient must provide written notification to the Executive Director of all changes in the project director, financial officer, or authorized official.

- **Grant Extension**

  - Prior to the end of the grant period, a recipient may submit to the WATPA Executive Director, a written request for a grant extension.
  - Extension requests must be submitted no later than 90 days prior to the closing date.
  - Extensions will be considered for time only and not additional funding.
  - **No extension will be granted beyond a biennium end date.**

- **Obligation of Grant Funds**

  - Grant funds **shall not** be obligated prior to the effective date or after the end date of the grant period.
  - Obligations must be related to goods or services provided and used for approved motor vehicle theft reduction and prevention purposes.
  - All goods and services must be received by the end date of the grant to qualify for reimbursement.
  - Every item or service procured must be allowable and both necessary and reasonable for the grant program.
  - All obligations or encumbrances incurred before the grant end date shall be paid no later than 15 days after the grant end date.
  - Any remaining non-expended funds at the end of the 15-day period shall be de- obligated.
  - Program income

    - Program income is revenue generated by grant supported activities, such as seminar/conference fees, partial fees for service, or forfeitures.
    - Such income is subject to the same fiscal and programmatic controls as grant funds.
    - Program income is considered to be property of the generating grant supported activity, and must be dedicated to that activity, at least ***to the extent that the activity is supported by WATPA funding***.
    - Program income must be documented and reported to WATPA in required financial reports.

  - Expenditures are for grant purposes and shall:

    - Be only those necessary for proper and efficient administration of the project.
    - Be only those allowable under the principles and standards of the WATPA provided herein.
    - Be allowable under applicable State and federal laws, rules, regulations, policies, and guidelines.
    - Be incurred on or after the first day of the award period and on or before the end date of the award period as designated in the Grant Program Award Sheet.
    - Be adequately supported by source documentation.
    - The recipient agrees to use the approved purchasing practices and bid procedures required by the applicable governmental unit, community, agency, or organization for expenditures involving project activity.
    - The recipient agrees to maintain accounting records following generally accepted accounting principles for the expenditure of grant funds.
    - The recipient agrees to maintain all documentation for costs incurred for a five-year period following the final payment for the project.

- Property management and inventory

    - Program assets must remain dedicated to the grant supported activity for which they were procured.
    - All items considered equipment (capital assets other than land, buildings and infrastructure costing $5,000 or more as well as small and attractive items with a value of less than $5,000 but with a life expectancy exceeding one year) whether acquired in part or in whole with grant funds, are subject to the following controls:

        - Property records must be maintained which include:

            - Description
                - Serial number or other identification number
                - Source (procurement/acquisition source)
                - Identification of title holder
                - Acquisition date
                - Cost
                - Identification and percentage of the items cost by fund source (individual grant awards, individual awards matching funds, other specific fund sources)
                - Location
                - Use and condition
                - Disposal data, including date, disposal method, and realized value or assessed fair market value if not sold
                - A control system must exist to ensure adequate safeguards to prevent:
                    - Loss
                    - Damage
                    - Theft
                    - Any loss, damage, or theft shall be investigated by the grant recipient, and the appropriate property records will be annotated with the essential information and findings.
        - Property and inventory records are subject to monitoring and audit review, and shall be maintained at the project level in addition to such other location as the grant recipient organizational policies require.

- **Grant Fund Disbursement**

Funds are disbursed on a reimbursement basis.

- Requesting payment – Reimbursement of expenditures

- Recipients shall request reimbursement no more than once each month.
- Timing of reimbursement requests – expenditure reports
  - Reimbursement requests are due within 15 days of the end of the billing period.
  - Final or close-out reports are due no later than fifteen (15) days after the end of the award period.
  - Any grant recipient foreseeing difficulty submitting by this date should contact the WATPA well in advance.
- Corrections of prior expenditure errors are to be made on the first reimbursement request following detection of the error(s), or by a special expenditure report not requesting payment.

- **Suspension of Funds/Termination of Grant**

  - The Washington Auto Theft Prevention Authority may terminate any grant award for failure to comply with any of the following:

    - Applicable State and federal laws, rules, regulations, policies, or guidelines.
    - Terms, conditions, standards, or stipulations of grant agreements including reporting.
    - Terms, conditions, standards, or stipulations of any other grant awarded to the recipient.

  - Suspending reimbursement of grant funds to a recipient may be imposed by the WATPA and immediately halts all processing of grant funds to the individual grant recipient.

    - The most common causes for this sanction being imposed is failure to comply with reporting requirements or non-compliance with the terms and conditions of a grant award. This sanction may also be imposed as an interim measure if termination is being considered.
    - When non-compliance with reporting procedures is the stated cause of the suspension of funds, bringing reporting requirements up to date in compliance with the reporting schedule will be sufficient to reinstate fund reimbursement.
    - During a suspension, unless funds are suspended pending termination of the grant, the grant recipient may provisionally continue to obligate grant funds. Continued obligation of funds is contingent on the suspension cause being resolved timely either prior to the due date of reports or other announced date.
    - Notice of suspension may be by e-mail to any individual identified on the grant recipient's Signature Authorization Form. If the cause of the suspension is not promptly resolved, written notice will be provided with seven (7) working days of the initial notice.

- Termination is the early closure of a grant award, and may be effective either immediately upon notice, or upon a specified date (usually not later than the end of the next complete month).

  - Termination of a grant shall be based on finding(s) that:
    - A grant recipient has acted illegally or has failed to comply with grant procedures and policies.
    - Deficient condition(s) make it unlikely that the major objectives of the grant will be accomplished.
    - Deficient condition(s) cannot be corrected within a period of time adjudged acceptable by the Washington Auto Theft Prevention Authority.
    - Failure to respond to audit or monitoring findings by the required date; and/or
    - A recipient has failed to act in good faith.
  - Termination may be preceded by a notice that the grant recipient's funds have been suspended pending termination.
  - Effective the date that grant funds are suspended pending termination or the date of the termination, whichever is earlier, obligation of funds by the grant recipient is no longer authorized and funds may not be expended by the grant recipient, nor reimbursed by the WATPA.
  - The WATPA shall notify recipients of the conditions and findings constituting grounds for termination.
  - Unexpended or unobligated funds awarded to a recipient shall, upon termination of a grant, revert to the Washington Auto Theft Prevention Authority Account in the Washington State Treasury.
  - A recipient may be found ineligible for future grant awards, if a grant awarded to the recipient has been terminated.

- **Audit and Review**

  - The recipient agrees to allow the WATPA staff and any of their duly authorized representative's access, for purposes of inspection, audit, and examination, to any books, documents, papers, records, equipment and personnel of the recipient or sub-recipients that are related to the grant project.
  - Grant recipients shall supply a copy of any annual state or local audit reports conducted during the award period to the WATPA.
  - The WATPA may conduct periodic financial audits of the grant to ensure the grant funds have been spent in accordance with the policies of the Authority and grant contract.
  - The WATPA may conduct periodic program reviews of the project to determine adherence to stated project scope and to review progress of the project toward meeting its goals and objectives.

- **Financial and Progress Reports**

  - Progress and financial reports are to be submitted as requested by the Authority.

    - Semi-annual financial and progress reports are due no later than 15 days following the end of December and June of each year.
    - Failure to submit any required reports prior to specified due dates may result in suspension of grant funds.
    - Failure to submit reports after being notified that they are past due may result in suspension of funds and/or termination of the grant.

  - Progress reports shall follow a specified format identified by the WATPA.

- **Equal Opportunity**

  - The recipient must agree to comply with all applicable state and local laws and rules regarding equal opportunity to participate in and benefit from all programs, activities, services, and employment without regard to race, color, religion, national origin, age, sex, sexual orientation or handicap.
  - The recipient must agree to include in all recruiting materials, promotional materials, and advertisements that all applicants will receive equal consideration for employment and that all programs, activities, and services will be provided equally without regard to race, color, religion, national origin, age, sex, sexual origin or handicap.
  - The recipient must agree to post, in a conspicuous place, notices setting forth the law on equal opportunity in employment and public accommodations.

- **Publications**

  - Recipients are encouraged to make the results and accomplishments of their activities available to the public. However, responsibility for the direction of the project/program activity should not be ascribed to the WATPA.
  - All printed materials funded by grant awards shall contain an acknowledgement of WATPA assistance
  - A draft of any proposed printed materials funded by grant awards shall be forwarded to the WATPA for review and approval 3 working days in advance of the anticipated printing date.

APPENDIX A – STANDARD ALLOWABLE EXPENSES

Allowable costs are limited to those costs that are reasonable and necessary to the implementation of a project, allocable to the project, consistently treated, and previously authorized under the specific award.

Authorized costs:

- Salaries and Overtime are authorized provided that compensation is reasonable and consistent to that paid for similar work in other activities within the jurisdiction. Overtime and other differential pay for units of local government is deemed to be approved by the Washington Auto Theft Prevention Authority provided that the rates are in accordance with the policies of the jurisdiction and in compliance with the terms and criteria of the grant award or application. Compensatory time (comp time) requested by grant funded FTE’s is not eligible for reimbursement.
- Benefits and Position Related Allowances are authorized provided that compensation is reasonable and consistent to that paid for similar work in other activities within the jurisdiction.
- Consultants/Contracts:
    - Consultant compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The maximum authorized rate is $450 per day unless prior approval is obtained in writing.
    - Consultation provided by commercial and non-profit organizations is subject to competitive bidding procedures and limited to the existing market costs for such services, not by the $450 a day rate.
    - Consultation compensation for individuals associated with educational institutions is limited to the consultant’s academic salary (annual) divided by 260.
    - Consultation compensation for individuals employed by government agencies is authorized only when the agency will not provide the consultation without payment. If payment is required, it is limited to the daily salary rate of the individual. Note: if the individual is not representing the employing agency their compensation should be treated as if for a private/commercial individual.
    - Contracts to perform business functions essential to the operation of the grant activity, which are not part of the statement of work or defined in the grant application, require prior approval.
    - Contracts to perform business functions essential to the operation of the grant activity, as defined in the statement of work or defined in the grant application, when the intent to contract the work (or identifies participating agencies to perform the work) has been specified in the grant application are to be considered approved unless specified otherwise.
- Equipment – directly related to motor vehicle theft operations excluding weapons. Grant funds may be used to lease or rent vehicles normally used in covert or other auto theft operations. Lease or rent payments shall not exceed $700.00 per month, per vehicle and must be approved as part of an initial funding package. Vehicle purchases are not allowed.

- Technology costs as detailed in an approved award budget.
- Indirect Costs are not authorized. Specific administrative costs directly related to approved programs, if included and explained in the grant application, may be approved.
- Lodging and Per Diem in compliance with either local travel policies or state travel policies. The chosen method shall be noted in the grant application. If there are no written policies for the organization, state travel policies shall apply.
- Food and beverages if scheduled as part of a conference, workshop or non-standard work-related event where each of the following conditions applies:
  - Both the provision of the food/beverage and the cost is considered reasonable and necessary.
  - The food or beverage is available to all participants of the general event.
  - The food or beverage is not directly related to amusement and/or a social event (any event at which alcohol is served).
  - A speaker is provided at a lunch or dinner.
  - The event is supported with a formal agenda.
  - The event must be mandatory for all participants (not select participants only).
  - No payment for bar charges with registration fees (program income).
  - No grant funds are authorized for purchase of alcoholic beverages.
  - Conference, workshop or event breaks may include appropriate snacks.
  - Surrounding events must provide substantive information.
  - Events do not end with a meal and/or break.

  Note: Exhibits do not constitute substantive information.

  Note: If the food and beverages supplied constitute a meal, per diem for that meal is not authorized (exemption for specific dietary rules/requirements is accepted).
- Travel within the United States, at or below reimbursable rates approved by the Washington State Office of Financial Management.
- Other Costs:
  - Office supplies.
  - Project specific supplies supportive of activity defined in the Statement of Work or grant application.
  - Postage.
  - Building/office space costs for task force personnel and equipment as detailed in an approved award budget.

CITY OF Vancouver WASHINGTON

Staff Report: 109-25

To: Mayor and City Council
From: City Manager
Date: June 2, 2025

Subject
2025-2026 Collective Bargaining Agreement with OPEIU Local 11

Key Points

- A two-year collective bargaining agreement effective January 1, 2025, to December 31, 2026.
- Updated salary table with classification adjusted based on market study with rates of pay for 2025 adjusted by 3% upon ratification and by 3% in 2026, for all covered classifications, including a one-time ratification incentive of 1.25% of 2024 base wages.
- Changes to healthcare contribution, stand-by pay, add interpreter pay, field-training officer pay for certain positions to align with inflationary increases and support the effectiveness of operations.
- Added clarification language around eligibility for leave and holiday benefits and additional leave to address mental health for high-intensity positions.

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

Present Situation
The labor agreement between the City and the OPEIU Local 11 unit expired on December 31, 2024. The parties were able to work through a collaborative process and consensual decision making on many of the provisions for a new two-year agreement. The new labor agreement was recently ratified by the OPEIU members and is now being brought to Council for approval.

Advantage(s)
If ratified, the City and bargaining unit will have a collective bargaining agreement and will be operating under an agreement that meets the business needs of both parties.

Challenge(s)
There are no known disadvantages to ratifying.

Budget Impact
The City of Vancouver Biennial Budget contains funding for the increases included in the collective bargaining agreement with the OPEIU. Based on where inflationary increases are during 2025-2026, the relevant budget is included in the City's 2025-2026 Biennial Budget.

Prior Council Review
Adopted 2025-2026 Biennial Budget

Action Requested
On Monday, June 2, 2025, authorize the City Manager or designee to sign the January 1, 2025, to December 31, 2026, Collective Bargaining Agreement with the OPEIU by executing the same.

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

Attachments:
1. Redline Contract
2. Clean Contract

AGREEMENT

between

LOCAL 11

OFFICE & PROFESSIONAL EMPLOYEE INTERNATIONAL UNION, AFL-CIO

and

CITY OF VANCOUVER, WASHINGTON

January 1, ~~2022~~ 2025 – December 31, ~~2024~~2026

OPEIU Contract
Table of Contents

Office & Professional Employees International Union Local 11, AFL-CIO

This Agreement is between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the City or the Employer, and Office & Professional Employees International Union, Local 11, AFL-CIO and herein and hereinafter referred to as the Union, for purposes of setting forth the mutual understanding of the parties regarding wages, hours, and conditions of employment of those employees for whom the Employer has recognized OPEIU, Local 11, as the exclusive collective bargaining representative.

ARTICLE 1. RECOGNITION AND THE BARGAINING UNIT

1.1 The Employer hereby recognizes the Union as the exclusive bargaining representative for the Purposes stated in Chapter 41.56 RCW of all regular full-time and regular part time employees employed within the classifications listed in Appendix "A" of this Agreement and as certified by the State of Washington Public Employment Relations Commission (PERC), but shall exclude all supervisory, temporary, and seasonal workers or employees.

1.1.1 All employees including those within the represented community of employment interest, consistent with RCW 41.56.060 of the Employer, exclusive of confidential and supervisory employees, as indicated in Appendix A of this Agreement, Office and Professional Employees International Union, Local 11, (OPEIU), hereinafter referred to as the Union.

1.1.2- The classifications of employees covered by this Agreement are set forth in Appendix A, which is attached hereto and made a part of this Agreement. When classification on Union inclusion cannot be agreed upon by the Employer and the Union, either party may petition PERC to review the position in question and render a written opinion of its findings that shall be binding on the Employer and the Union.

1.1.3 In instances where contract language is in conflict with a Memorandum of Understanding (MOU), a Memorandum of Agreement (MOA) or an addenda, the MOU, MOA or the addenda take precedent over this Agreement.

ARTICLE 2. NONDISCRIMINATION

2.1 The Employer and the Union agree that they will not discriminate unfairly against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, mental or physical disability, sexual orientation, active or honorably discharged military status, or any other criteria established by state or federal statutes, rules or regulations.

ARTICLE 3. RIGHTS OF MANAGEMENT

3.1 The management of the municipal corporation and the direction of the work force are vested exclusively in the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Employer in accordance with such policy or procedure as the Employer, from time to time, may determine. ~~-~~This Article does not restrict the right of an employee to use the grievance procedure set forth in Article 22 within this Agreement.

3.2 The parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, and the assignment of employees to specific jobs within the bargaining unit in accordance with their job classification or title.

3.3 Nothing shall be construed to limit in any way the Employer's rights under this Article, or to make changes in current practices, provided: (1) Advance notice of the change is given to the Union and affected employees and (2) Reasonable opportunity is provided to discuss the change with the City.

ARTICLE 4. UNION SECURITY

4.1 The terms and conditions of this Agreement in regard to Union security are as follows:

4.1.1 The parties agree that the terms of this Agreement shall apply equally to all employees, as defined in Article 1.1 of this Agreement, and within the bargaining unit. Any bargaining unit employee may authorize the Employer to deduct from their pay the amount of Union membership dues charged by the Union for representation and services provided by the Union. This signed authorization must be in writing and forward to the Human Resources Department.

4.1.2 Any bargaining unit employee, as defined in Article 1.1 to this Agreement, who does not want to become a member of the Union, has the voluntary option to pay fair share fees in an amount equal to membership dues. Any member of the bargaining unit may authorize the Employer to deduct from their pay voluntary fair share fees in an amount equal to Union dues charged by the Union. This signed authorization must be in writing and forwarded to the Human Resources Department.

4.1.3 Those employees of the Employer as defined in Article 1.1 to this Agreement, who do not wish to become a member of the Union and pay Union dues; or who do not pay voluntary fair share fees to the Union; and/or who require services beyond bargaining the Agreement; may be charged fees for such services in an amount determined by the Union.

4.1.4 ~~-~~Upon completion of the new member orientation, the Union agrees to provide the Employer with the signed Union dues deduction forms for each employee who desires to pay Union dues by payroll deduction~~;~~ or the signed Union voluntary fair share fee payors form. The Employer will deduct such dues/fees from the wages of those employees and forward them to the Union each month.

4.1.5 In the event that an employee covered by this Agreement notifies the Employer that they no longer wish to have dues or have voluntary fair share fees deducted from their pay, the Employer shall notify the Union as soon as possible, via email, but no more than five (5) days of the notification.

4.1.6 Listing of New and Terminated Employees: The Employer agrees to notify the Union of new hires within ~~the first thirty~~twenty-one (~~30~~21) business days of employment

a. ~~By the 10th of the following month, a~~If the information is available, the City will provide a listing of bargaining unit employees hired, promoted or terminated in an editable format~~during the previous month~~ within twenty-one business days. Such listing shall contain:~~ the names of the employees, along with their job classification, and department and shall be sent to the Union's office.~~

i. The employee's name and date hire

ii. Employees cellular, home and work telephone numbers; work and personal email address; home/mailing address

iii. Employee's job title, salary and work site location

b. ~~At the Union's request and up to two (2) times a year, the~~At least one-hundred twenty (120) business days, the Employer will provide a listing of all bargaining unit members including information listed above in article 4.1.6.a and~~,~~ their department/section, classification, base pay, full-time/part-time status and number of scheduled hours, City seniority date and classification seniority date.

4.1.7 The Union shall indemnify and hold harmless the Employer against any and all claims, suits, orders, judgements, or liability arising from this Article.

ARTICLE 5. UNION REPRESENTATIVE AND UNION ACTIVITY

5.1 The Union shall inform the Employer in writing of the names of its officers, business representatives and stewards who are accredited to represent the Union, which information shall be kept up-to-date at all times. Only persons so designated will be accepted by the Employer as representatives of the Union.

5.2 Those Union representatives may, after receiving permission from the s~~S~~upervisor, visit the work location of employees covered by this Agreement for the purpose of administering provisions of the Agreement related to grievance processing, disciplinary action and posting of Union notices on City provided bulletin boards.

5.3 Solicitation of Union membership or collection or checking of dues will not be conducted during work hours. The Employer agrees not to discriminate against any member of the Union for their activity ~~in~~on behalf of or membership in the Union, provided such activity is not carried on during working hours, except as expressly provided in this Agreement.

5.3.1 The Union Representative is allowed access to new employees at an agreed upon time by the City and the Union, for the purposes of informing the employee about the exclusive bargaining representative within the first ninety (90) days of the employees start date; and

5.3.2 The Union Representative shall have access to new employees once for new employee orientation for no more than thirty (30) minutes; and

5.3.3 Access shall occur during the employee's regular working hours at the employee's regular worksite, unless otherwise agreed.

5.4 Union stewards shall be allowed reasonable time away from their work assignment without loss of pay for the purposes of meetings with the City for collective bargaining, grievance or disciplinary hearings or such other legitimate activities as are mutually agreed upon between the Union and the City.

Paid representation shall be limited as follows:

a. Disciplinary matters – One (1) steward/employee representative
b. Grievances – Up to two (2) stewards/employee representatives
c. Collective Bargaining – Up to four (4) stewards/employee representatives
d. Representatives Other Meetings – As mutually agreed to by both parties

5.4.1 City employees participating in such meetings or activities will be allowed to do so without loss of pay if scheduled during said employee's regularly scheduled work time. If meetings or activities go beyond the regularly scheduled work time, then the employees shall be on their own time not paid by the City.

5.4.2 Stewards shall notify their immediate ~~Manager~~ manager when there is a need to be away from their work assignment, provided such time away does not unreasonably detract from their work performance and is in compliance with the above requirements as to the nature of the activity. Time away from their work assignment to act in the role of Union representative shall be coded on their timesheet as "Union Leave".

5.4.3 Stewards and affected employees shall be allowed time away from their work assignment for meetings with the City. A reasonable amount of prep and debrief time necessary for these meetings shall be allowed.

5.5 City work hours shall not be used by employees or the business representatives for the conduct of Union business or the promotion of Union affairs other than stated above.

5.6 The City shall provide bulletin board space for Union notices in a conspicuous location where workers frequent regularly in each work area.

5.7 Use of City Telephones or Computers Related to Union Business:

a. Use of City telephones or computers is allowed subject to the following:

1) When such use is di minimis and incidental, such as arranging a meeting with a Union Representative.

2) For the purpose of conducting an investigation of a grievance, such as individual inquiries to co-workers.

3) For the purpose of interacting with the City's representatives concerning Union-City business, such as setting dates for City-Union meetings, making inquiries regarding grievances, etc.

b. The use cited in ~~“S~~subsection “a” above may continue only to the extent that there are no additional costs to the City. The content of any and all communications using the City computer system is not privileged and may be subject to City review.

c. The use of information technology in the work~~-~~place will be consistent with federal and state laws, City policies and rules for public records, ethics and conduct of employees, and City of Vancouver Employee Policies, including but not limited to Policy 605: Use of Computers, Email, Internet and other Electronic Resources.

5.8 From time to time, the Union may request and the City may grant unpaid leave in not more than six (6) month increments for not more than one employee at a time, to attend to Union work with Local 11.

ARTICLE 6. STRIKES, WORK STOPAGES AND WORK SLOWDOWNS

6.1 The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strikes, slowdown or other interference with Employer functions, nor shall the City institute a lockout.

6.2 In the event that a strike, boycott, slowdown, mass sick call, work stoppage or other interruption of work occurs during the life of this Agreement, the Employer shall notify the Union of the existence of such activity and request information from the Union as to whether or not the activity has been authorized. The Union, after immediately responding to the Employer's request, will then proceed to make every reasonable effect to terminate the work interruption activity and induce the employees concerned to return to work so that service to the citizens of the City of Vancouver will not be affected. Employees shall not earn any benefits or wages whatsoever while they are engaged in such actions. In addition, employees who engage in or encourage such actions shall be subject to discipline up to and including discharge.

ARTICLE 7. IDENTIFICATION OF JOBS

7.1 Job Classifications. Job classifications shall be defined by the current class specification for each of the job class titles listed in Appendix A of this Agreement.

7.2 Job Reclassifications. When there is a substantive change in the job duties assigned to an employee such that the employee is required to possess substantially different qualifications or is assigned a substantially different level of responsibility, the Employer shall conduct a reclassification review for the purpose of determining the appropriate job classification for the revised job.

7.3 New Classifications. If reasonable and practical, the Employer will assign the positions to an existing class which better describes the duties assigned to the job. If there is no appropriate existing job classification, the Employer shall establish a new job classification. If the incumbent in the position is qualified for the revised job classification, they shall be placed in the new classification at the nearest step providing an increase. An incumbent who is not qualified for the new classification shall maintain their current range and continue to receive any step increases that are due.

> 7.3.1 The salary range for the new classification shall be established by the Employer so that the salary of the new class is equitable in comparison to existing bargaining unit classes and external market factors. The salary range shall be submitted to the Union for review. Within thirty (30) calendar days of receipt of such City notice the Union shall notify the City of its agreement or disagreement with the City's provisional salary range for the new classification. If the Union disagrees with the salary range, it may request that the Employer negotiate with the Union to establish an equitable salary range for the new job classification. In the event the City and Union are unable to agree upon an equitable salary and mediation does not result in a resolution, the question may be submitted to an arbitrator under the procedures set for in 22.3 of this Agreement.

7.3.2 The City shall have the right to employ persons at its provisional salary range during the term of negotiations, subject to full retroactive payment to all affected employees upon the conclusion of negotiations or arbitration.

7.4 If a new classification is established by the City, a notification consisting of the job specification will be provided in writing to the Union.

ARTICLE 8. PROBATION

8.1 A newly hired or rehired employee is subject to a six (6) month probationary period. The probationary period for new employees may be extended with notification to the Union, to a maximum of six (6) additional months. The Employer may discipline or discharge any newly hired or rehired employee at any time during the probationary period with or without cause, and such discipline or discharge shall not be subject to appeal.

8.2 Voluntary promotions and demotions are subject to a six (6) month probationary period. The probationary period for a promotion/demotion may be extended, with notification to the Union, for a maximum of six (6) additional months. In the event an employee does not successfully complete a promotion/demotion probationary period, the employee will be assigned to the employee's original position (if vacant) or to another vacant position for which they are qualified in the same class as, and at the same salary level as, the employee's original position. If the original position is not available, and no other vacant position is available meeting the applicable criteria within this Article, the employee will be placed on a reinstatement list for their original position or classification for twenty-four (24) months. Nothing in this section shall restrict the rights of the employee under Article 23 within this Agreement.

8.3 An employee who is transferred into a job within the same classification, or who takes a lateral transfer to a different classification within the same pay grade, may be required to serve a six (6) month probationary period if the job is significantly different than their previous job. In the event an employee does not successfully complete a transfer probation period, the employee will be assigned to the employee's original position (if vacant) or to another vacant position for which they are qualified in the same class, and at the same salary level as the employee's original position. If the original position is not available and no other vacant position is available, meeting the applicable criteria in this Article, the employee will be placed on a reinstatement list for their original position or classification for twenty-four (24) months. Nothing in this section shall restrict the rights of the Employer under Article 23 within this Agreement.

ARTICLE 9. SENIORITY

9.1 <u>City Seniority</u>

9.1.1 City seniority is based upon the most recent date of hire with the City of Vancouver. City seniority shall be used for PTO accrual, PTO scheduling, and as a means to determine the most senior employee in cases where other seniority is equal.

9.1.2 No employee will acquire seniority rights for purposes of layoff until completion of the probationary period, at which time their seniority shall be retroactive to their date of hire.

9.1.3 Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by date of application, and if that is the same, the affected employees shall draw lots.

9.2 Bargaining Unit Seniority

9.2.1 Bargaining Unit Seniority shall be defined as the employee's most recent date of hire into their respective bargaining unit except for a Civil Service employee and will be used for determining layoff, recall and bumping order.

9.2.2 The seniority date for a Civil Service employee shall be determined by the length of time the employee has been certified in a Civil Service position within their respective bargaining unit.

9.2.3 Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by date of application, and if that is the same, the affected employees shall draw lots. Employee seniority shall not be reduced because of unpaid leave protected under state and federal regulations.

9.3 Workgroup Seniority

9.3.1 Workgroup seniority shall be based on the total number of days that an employee has worked in a workgroup covered by the collective bargaining agreement.

9.3.2 Workgroup seniority shall be used to determine preference for shift and/or work schedules, overtime and callback

9.3.3 Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by bargaining unit seniority as defined in Section 9.2 within this Article.

9.4 Seniority Calculation for Part Time Staff

9.4.1 Employees working in positions budgeted at less than 1.0 FTE shall have their seniority prorated based upon their budgeted FTE percentage. An example of this would be: an employee working in a half time position (20 hours/week) for 10 years shall receive seniority credit for 5 years of service.

9.5 Seniority Calculation for Promotions or Transfers into a New Workgroup

9.5.1 Workgroup seniority shall be calculated retroactive to the first date of promotion or transfer into the new workgroup after the successful completion of any probationary period if required under Article 8.3 within this Agreement.

ARTICLE 10. POSTING OF JOBS

10.1 It is the desire and intent of the Employer to fill job vacancies from qualified applicants within the City before hiring new employees, provided the employees who apply meet the required qualifications for the particular job.

10.2 Vacant positions will be filled from employment lists established by Human Resources. Except, when an alternate procedure is allowed by City ordinance in the case of entry level positions and flexibly staffed positions.

10.3 A flexibly staffed position is one which may be filled at the entry (I) level by an employee who may be promoted to the full working (II) level on the basis of successful performance at the entry level.

10.4 Placement on an employee list will be on the basis of an examination of the candidates' qualifications. Employees shall be allowed paid time off from their work schedule to participate in interviews for in-house positions. When candidates are to be examined for placement on an employment list, the City will post a notice of the examination and accept applications for a minimum of five (5) working days. The five (5) working days will overlap two consecutive weeks. The notice of examination will be posted at least two (2) days of each consecutive week. For example, a notice posted on Wednesday will close on Tuesday of the following week.

10.4.1 The employment list will be effective for six (6) months. Such notices shall be posted at various City work sites. Employees may decline consideration for appointment to a vacant position and remain on the employment list in the same rank or position.

10.5 Vacant positions may be posted on a simultaneous or internal/external basis, based on the following guidelines:

10.5.1 All applications will be collected directly by the Human Resources Department. The Employer shall view internal applications prior to viewing external applications.

10.5.2 When the City receives three (3) or more internal applicants (per opening) who meet the qualifications and staffing needs based on the job announcement, the recruitment shall be restricted to internal candidates. In instances where there is more than one opening, there must be one additional internal candidate for each position (e.g., if two (2) positions there would need to be four (4) internal applicants; three (3) positions would equal five (5) internal applicants, etc.) to be restricted to internal candidates.

10.5.3 At any point in the process i~~I~~f the Employer determines that there are ~~less~~ fewer than three (3) internal applicants per opening~~, at any point in the process,~~ who meet the qualifications and staffing needs as stated on the job announcement, the Employer may consider both internal and external applicants in its selection process.

10.5.4 If the selection decision is between an internal candidate and an external candidate and the qualifications, knowledge, skills, abilities, and availability of the candidates are equal as determined by the selection process, preference shall be granted to the internal candidate. If the selection decision is between internal candidates and the qualifications, knowledge, skills, abilities, and past performance (the employee has no current written discipline (in the past six (6) months) and a satisfactory current evaluation (in the past twelve (12) months) are equal as determined by the selection process, City seniority shall prevail.

ARTICLE 11. WORK WEEK, HOURS OF WORK

11.1 Work Week. The work week is defined as the period between 12:00 a.m., Sunday through 11:59p.m. the following Saturday, unless otherwise determined for specific employees.

11.2 Work Schedule. The normal assigned work schedule shall be five (5) consecutive workdays of eight (8) consecutive hours, excluding lunch periods, followed by two (2) days of rest, not to exceed forty (40) hours of work in the work week. It is understood that the five (5) consecutive days does not imply a Monday through Friday schedule.

a. The Employer may utilize alternative work schedules including a 4/10 or a 9/80, details of which must be approved by the employee's supervisor.

b. With a 9/80 schedule, the one eight (8) hour work~~-~~day must be split equally between the two (2) weeks of the pay period.

c. The ten (10) consecutive hours of work in the 4/10 schedule and the nine (9) or eight (8) consecutive hours of work in the 9/80 schedule exclude lunch periods.

d. Other work schedules may be determined by mutual agreement of the Union and the Employer.

11.3 Workd~~ D~~ay. Each employee's workday begins at the start of their shift and continues for twenty-four (24) hours or until the beginning of their next shift. For payroll purposes, all hours worked on a workday will be paid based on the start of the shift.

11.4 Work Shift. An employee's shift is defined as scheduled working hours within a workday.

11.4.1 Short term, temporary shift reassignments may be made when the Employer determines that an emergency exists. Under those circumstances, the Employer shall give the employee a minimum of four (4) hours' notice prior to the start of the new shift. If such notice is less than four (4) hours, the Employer shall pay the employee according to callback pay provisions of 12.4 of this Agreement.

Emergency. An emergency is defined as a natural event or unexpected circumstance, of a limited duration, which necessitates the Employer to change schedules on short notice to address essential operational or service needs on an immediate basis.

11.4.2 For the purposes of administering shift differential, shifts are defined as follows:

Day Shift: (second shift):	6:00 a.m. to 5:00 p.m.
Swing Shift (third shift):	3:00 p.m. to 12:00 a.m.
Graveyard Shift (first shift):	10:00 p.m. to 6:00 a.m.

Not all day, swing, or graveyard shifts will be within the specific shift start and end times noted above; however, if more than 50% of a shift is scheduled in either the swing or graveyard shift, it will be eligible for shift differential. Shift differential rates are detailed in Article 12.6 within this Agreement.

11.4.3 Regular assignments to openings on shifts and/or work schedules will be made based on Workgroup Seniority when the employee meets the qualifications of the new shift and/or work schedule and the Employer's work needs. A regular assignment is one with no end date or one which is expected to last over thirty (30) days. If the most senior employees decline, then the least senior qualified employee shall be assigned.

11.4.4 Departments within Police with varying shifts will conduct an annual shift bid in the month of October giving employees ten (10) business days to place their bid. The shift bid will be finalized by the 31st of this month. Shift bids can be placed in person or electronically and will be assigned by seniority.

11.5 Rest Periods. Each employee shall be given a twenty-minute (20) paid rest period in the first half of the working shift and a twenty-minute (20) paid rest period in the second half of the working shift, and an unpaid lunch period during the shift. Such periods begin when the employee leaves the work site and ends upon his return to the work site.

ARTICLE 12. RATES OF PAY

12.1 Wages. All bargaining unit employees wage rate shall be set forth in Appendix "A" to this Agreement. Salary adjustments shall be calculated from step 1 of range 1.

~~The 2022 wage increase shall be paid retroactive to January 1, 2022.~~

Effective ~~January 1, 2022~~upon ratification in 2025 ~~Salary~~ salary ~~Schedules~~ schedules will be adjusted by ~~four and one half~~three percent (~~4.5%~~3%).

Effective January 1, ~~2023~~ 2026 the ~~2022~~ 2025 salary schedules for covered classification wages shall be adjusted by ~~100% of the CPI-U for Seattle/Tacoma/Bellevue for October to October, minimum two percent (2%) and maximum of four percent (4%)~~three percent (3%).

~~Effective January 1, 2024 the 2023 salary schedules for covered classification wages shall be adjusted by 100% of the CPI-U for Seattle/Tacoma/Bellevue for October to October, minimum two percent (2%) and maximum of four percent (4%).~~

12.1.1 Payroll Periods

The pay periods and pay dates will be as follows:

Pay Period	**Pay Date**
1st through 15th	25th
16th through end of month	10th

Employees will be paid a monthly salary which shall be split equally between the two (2) pay periods. Timesheets submitted in error will be corrected on the following pay-check.

12.2 Salary Step Plan. Newly Hired or Rehired Employees will move through the defined salary steps on an annual basis based on the date of hire or rehire.

12.2.1 Newly Hired or Rehired Employees. Employees will move through the defined salary steps on annual basis based on the adjusted salary review date. For example, if an employee is hired between the first (1st) and the fifteenth (15th) of the month, the pay adjustment would be on the first (1st) day of the current month. If an employee is hired between the sixteenth (16th) and the end of the month, the adjustment would be on the first (1st) day of the following month.

12.2.2 Promoted Employees. At the time of promotion, employees will move to the first step in the range of the new class which results in an increase of at least 5%. Upon successful completion of a promotional probationary period, the employee's salary shall be increased to the next step of the new range on the adjusted salary review date and annually thereafter up to the top of the range. In no event shall a promoted employee's salary be less than the starting pay of the salary range for the new class, nor in excess of the highest step of the regular salary range for the new class.

12.2.3 Demoted Employees. Employees who voluntarily demote (defined as voluntarily applying for and accepting a position in a lower pay range) will be placed in the appropriate pay range for the new classification that results in the least amount of pay reduction, but not above the top of the new range. If an employee is not at the top step, their next step date will be one-year from the demotion date.

For example, an employee is currently at step 5 and is eligible for step 6 on November 1st, but they voluntarily demote to a new position on August 1st. Their next step date will be reset to one year later, August 1st, and each August 1st, thereafter until reaching the top step.

12.2.4 Laterally Transferred Employees. Employees who voluntarily take a lateral transfer (defined as voluntarily applying for and accepting a position in the same pay range) will remain at their same step. In an employee is not at the top step, they will retain their next step date.

For example, an employee is currently at step 3 and is eligible for step 4 on November 1st, but they laterally transfer to a new position on August 1st. They will continue to be eligible for their next step increase on November 1st, and each November 1st, thereafter until reaching the top step.

12.2.5 The hourly rate of the employee will be their monthly base rate multiplied by twelve (12) months and divided by 2,080 hours. This rate multiplied by eight (8) hours (or ten (10) hours, if applicable) will be the daily base rate; multiplied by forty (40) hours will be the weekly base rate; and multiplied by 173.3 hours will be the monthly base rate. For purposes of overtime calculations only, the employee's hourly base rate shall be calculated using all compensation required by FLSA.

12.3 Callback Pay

Employees who have completed their regular shift and are on the way home, or are at home, and who are required to work other than a continuation of their shift shall be paid at double their base rate of pay for hours worked. Any callback pay shall be for a minimum of two (2) hours, during which time the Employer may provide and require work of the employee called back. Callback commences when an employee receives a call requiring them to return to work, provided the employee leaves their location to respond within twenty (20) minutes of receiving the call.

Once callback has commenced, if a second call is received while the employee is responding to the initial call, ~~or within the two hours of the first call,~~ the second call is a continuation of the first callback. It is not a separate callback instance. If, however, a subsequent call is received after the ~~first two-hour callback~~employee has left to return home, the employee is eligible for an additional minimum of two (2) hours of pay, during which time the Employer may provide and require work of the employee called back.

If an employee works more than two hours to resolve a call, callback ends when the employee reaches their car to return home. If the job is completed in less than two hours, the employee should record the actual time but will be paid the two (2) hour minimum.

12.4 Overtime and Callback Time

All scheduled overtime and/or callback time shall be offered based on a workgroup seniority, starting with the most senior qualified person. When the workgroup seniority list is exhausted, the Master Seniority list will then be used starting with the most senior qualified person. The most senior employees have the option as to placement on the call out list. Scheduled overtime may also be filled using employees from outside the Department as needed to meet staffing demands. Seniority for purposes of the workgroup overtime assignments is workgroup seniority and for all other situations is City seniority.

The requirement to offer overtime and/or callback time based on seniority does not apply to project specific overtime and/or callback where specific employee(s) are assigned to the project or work and their familiarity with the project is in the best interest of the public for providing efficient and effective service. In these instances overtime and/or callback time will be first offered to the employee(s) assigned to the project.

Unanticipated and unscheduled overtime which extends beyond the end of a shift for the crew working on a specific project will be offered first to the appropriate and qualified Union member(s) at the site working on the project at the end of the shift.

In workgroups that have an employee receiving standby pay per Article 12.4.2 in this Agreement, the initial call will go to the employee carrying the pager who will be responsible for the call. Callback pay shall be paid in accordance with Article 12.4 within this Article and overtime shall be paid in accordance with Article 12.5 within this Article.

Temporary or seasonal workers (as defined in Article 28 within this Agreement) will not be allowed to work scheduled overtime until regular full or part-time employees within that work unit have had the opportunity to work the overtime. The Employer will make a good faith effort to notify regular employees of overtime opportunities before such work is offered to temporary workers. This will not preclude temporary or seasonal workers from working overtime ~~which~~ that extends beyond the end of their shift or emergency situations.

12.4.1 Telephone Calls at Home After Hours

Employees who are required by the Employer to answer work-related questions by telephone when they are not at work shall be paid for time actually spent on the telephone at the rate of one-and-one-half (1 ½) their normal base rate calculated to the nearest quarter hour, with a quarter (1/4) hour minimum.

12.4.2 Stand-by Pay

If the Employer requires an employee to carry a pager or cell phone in order to respond to off duty call-outs the employee carrying the pager or cell phone while off duty shall be compensated at a flat rate of ~~one hundred and fifty~~two hundred ($~~150.00~~200.00) dollars per week or ~~twenty-one dollars and forty-three cents~~forty dollars ($~~21.43~~40.00) per day.

The employee on standby must be fit for duty and able to reach the assigned duty station in forty (40) minutes. This does not apply to the Operations' Technical Rescue Team which is covered by an existing Memorandum of Understanding.

Employees who are required to carry a pager or cell phone will be paid mileage at the IRS reimbursement rate for miles driven to and from calls unless a City take home vehicle is offered.

12.5 Overtime Compensation

The Employer will attempt to meet its overtime requirements on a voluntary basis among the employees and in the event there are insufficient volunteers to meet the requirements, the Employer may require the necessary employees to work.

12.5.1 Overtime compensation will start any time an employee is required to work beyond the end of their shift (typically eight (8) hours or ten (10) hours per shift) and will be compensated to the nearest quarter hour, at one and one-half (1 ½) times the regular rate of pay for the first eight (8) hours of overtime and thereafter at double time. Employees shall have the option to flex their schedules within the defined work week, without incurring overtime, as long as it is mutually agreed upon in advance.

12.5.2 Any employee required to work on their first day of rest, or their first and second day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at one and one-half (1 ½) times their regular rate of pay.

12.5.3 Any employee required to work on their second day of rest, or their third day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at two (2) times the regular rate of pay, unless the employee voluntarily chose this day of work, in which case the employee shall be compensated as outlined in 12.5.2 within this Article.

12.5.4 All overtime compensation shall be paid in compliance with the requirement of the Federal FLSA and applicable Washington State laws.

12.5.5 Employees may accrue compensatory time off in lieu of overtime compensation. The decision to grant compensatory time as an alternative to paid overtime shall be at the Employer's discretion. Compensatory time off shall be accumulated at the same rate as overtime compensation would have otherwise been paid (i.e., time and one-half (1 ½) generally, except for work in the employees' second day of rest, or third day of rest for employees with three (3) consecutive days of rest.)

The maximum accrual shall be the same as non-union employees but shall not drop below eighty (80) hours. Employees will be allowed to use accrued compensatory time off by mutual agreement with their supervisor and subject to any restrictions for use established under the Fair Labor Standards Act (FLSA).

12.6 Shift Differential Pay

Any employee whose regularly scheduled shift is the third shift (swing shift) as defined in Article 11.4.2 within this Agreement shall be paid a shift differential of one dollar and seventy-five cents ($1.75) per hour for hours worked; any employee whose regularly scheduled shift is the first shift (graveyard) as defined in Article 11.4.2 within this Agreement shall be paid a shift differential of two dollars ($2.00) per hour for hours worked. Requested assignments made to accommodate an employee's personal situation do not qualify for shift differential.

12.7 Working Out-of-Classification

12.7.1 An employee who is temporarily assigned by management, in writing, to perform the principle (of full range) of the duties and responsibilities of a higher level position, without significant supervision, shall be paid either at a rate five percent (5%) above their current rate of pay (not to exceed the top of the range of the out-of-class assignment), or at the entry rate of the higher job class, whichever is greater.

12.7.1.1 An employee must be assigned for a period of (3) three or more consecutive work~~-~~days to receive out-of-class pay. The out-of-class pay shall be paid beginning with the first hour. The same employee shall not be assigned to the ~~higher level~~higher-level duties for more than six (6) consecutive months unless specifically approved by the City Manager for extenuating circumstances. The Union will be given notice when management anticipates that an employee will be performing the principle duties of a higher classification for more than thirty (30) days.

12.7.2 The out of class rate of pay shall apply for that time actually worked in the higher class. Periods of paid leave during the out-of-class assignment shall be compensated at the employee's normal rate of pay. Following a paid leave, the out-of-class pay shall resume on the first day returned, provided that the leave is for not more than fifteen (15) consecutive working days and the employee returns to the out-of-class assignment on the first day returned.

12.7.3 A position may be career developed for~~,~~ up to a maximum of one (1) year.

12.8 Field Training Officer (FTO) Pay

Training for newly hired employee for Police Service Technicians will be assigned by a supervisor to qualified FTO. The FTO will be compensated an additional five percent (5%) of base pay for each hour directly training.

12.9 Market Study

During the life of this agreement, should the City perform a market study on wages, if any classification falls above or below ninety percent (90%) of the market rate, the parties agree to meet and ~~confer on those classification(s).~~bargain over the impacts of the study.

12.10 Interpreter Pay

Effective the pay period following the designation of qualified positions, the Employer agrees to provided additional compensation for employees who use a second language during the course of their job responsibilities. Employees who use a second language in conjunction with their normal job duties shall receive an additional pay premium of one dollar ($1.00) per hour for all hours worked. Fluency determination shall not be subject to the grievance procedure. All other details regarding program will be outlined in MOU between City and the Union.

ARTICLE 13. LEAVE BENEFITS

13.1 Paid Time Off (PTO). Employees shall accrue paid time off (PTO) in accordance with the schedule ~~in Appendix B to this Agreement~~below, to be used for vacation, illness or personal business.

EMPLOYEE PAID TIME OFF (PTO) ACCRUAL SCHEDULE						
Based on an 8 hour day						
For employees hired on or after March 24, 2003						
During Year of Service	**Hours Per Month**	**Days Per Year**	**Maximum Payout at Separation Hours / Days**		**Maximum Accumulation Hours/Days**	
0-2	15	22.5	360	45	528	66
2+-5	18.34	27.5	440	55	608	76
5+-10	20.34	30.5	488	61	656	82
10+-15	22.34	33.5	536	67	704	88
15+-20	24.34	36.5	584	73	752	94
20+	26.34	39.5	632	79	800	100

13.1.1 Part-time employees assigned to a 0.50 – 0.99 FTE position will accrue PTO hours on a pro-rated basis to a pro-rated maximum.

Bereavement leave and military leave are separate categories as specified in 13.3 and 13.4 of this Article.

13.1.2 Employees may begin using accrued PTO hours as soon as the hours are earned in said bank. PTO hours accrued in a pay period cannot be used in the same pay period in which time is earned, i.e. PTO hours accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.

An employee shall be paid for all earned and accrued PTO hours, as outlined in Appendix B to this Agreement, at the employee's current rate of pay when they terminated employment. All leave time may be used in a minimum of thirty (30)-minute segments.

13.1.3 All requests for PTO must be requested in advance and approved by the ~~S~~supervisor.

PTO scheduling within the department, division or workgroup shall be based on City seniority. PTO scheduling may occur based on established guidelines within individual departments, divisions, or workgroups. These guidelines must be agreed to by the majority of the affected workgroup and approved by management.

If there are no existing PTO guidelines for a division, department or workgroup or the said group(s) do not agree to the established guidelines as outlined above, then this alternative must be used:

a. Allow for one or more rounds of PTO scheduling within a workgroup, which will be scheduled based on City seniority.

b. PTO shall be limited up to ten (10) working days, of which at least five (5) working days shall be contiguous for the first selection round.

c. After the round(s) of scheduling, additional PTO requests shall be submitted with at least five (5) working days advance notice, when possible. Those requests will be considered on a first come, first served basis. Once an employee's PTO has been scheduled and approved, more senior employees may not bump the PTO of less senior employees.

13.2 Paid Leave while on State and Federal Protected Leave

If an employee is on authorized leave which qualifies as protected under applicable State and Federal leave laws, the employee shall use existing grandfathered sick leave, compensatory time, and/or PTO with the choice of which category to draw on first at the employee's option, except when approved for Washington Paid Family and Medical Leave (PFML).

13.3 Bereavement Leave. A maximum of forty (40) hours (pro-rated based on FTE) of bereavement leave shall be allowed when there is a death in an employee's immediate family.

13.3.1 Immediate family is defined as spouse, domestic partner, child, mother, father, brother, sister or step family, aunt, uncle, niece or nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, and grandparents and grandchildren of the spouse or members of the employee's household. It is understood that the policy extends to similar members of a domestic partner's family as detailed above, so long as the employee has an active "Declaration of Domestic Partnership" on file in Human Resources prior to the death.

Bereavement leave in excess of the durations identified above may be charged to an employee's PTO account, if applicable under FMLA or as required by law, with the approval of the ~~S~~supervisor.

The City reserves the right to require documentation of the death and/or any other time taken related to a death.

If any employee is on an approved leave of absence at the time of a death, they will be eligible for bereavement benefits if they are receiving at least fifty (50%) percent of their normal semi-monthly compensation from the City. Otherwise, the employee is not eligible for bereavement leave benefits.

Any observed holiday occurring during the bereavement leave shall be paid as a holiday if eligible for holiday pay.

13.4 Military Leave. The Employer abides by the provisions of the laws of the State of Washington and the Federal USERRA laws which stipulates that employees who are members of the National Guard or Federal Reserve Military Units are entitled to be absent from their duties for a period of up to twenty-one (21) days with pay during each military calendar year (October 1 through September 30) while engaged in the performance of ordered military duty and while going to or from such duty.

13.5 Family Leave – FMLA. Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the state law, upon the completion of one (1) year of employment, any employee who has worked at least one-thousand two-hundred fifty (1,250) hours during the prior twelve (12) calendar months shall be entitled to up to twelve (12) weeks of leave in accordance with FMLA and based on a rolling twelve (12) month period for specified family and medical reasons as required by the FMLA.

13.6 Pregnancy/Childbirth Disability Leave. When required by Washington State law, the Employer will grant a leave of absence for the period of temporary disability because of pregnancy or childbirth.

13.7 High Intensity Leave. Due to the nature of the work, employees in the Vancouver Police Department's Police Records division, Evidence division, Police Service Technicians, and

Parking Enforcement Officers will be provided up to 20 hours annual (pro-rated for those newly hired/promoted into positions throughout the year) to be used to support their mental health during their shift by giving additional time to break away from the work or seek out mental health support with their supervisor's approval. High intensity leave balances will not carry over from year to year or be paid out.

ARTICLE 14. HOLIDAYS

14.1 The following days are recognized as legal paid holidays for which time off is to be granted:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	Fourth Friday in November
Christmas Day	December 25

14.2 Any of the above holidays which fall on a calendar Saturday shall be celebrated on the previous Friday; any of the above holidays which fall on a calendar Sunday shall be celebrated on the following Monday. For those employees scheduled in a 24/7 unit, the holidays will be recognized on the actual legal holiday.

14.3 Any employee who works on a recognized holiday (whether it be their normally scheduled day, or because they are asked or required to work that day) will receive 8 hours of holiday pay (pro-rated for part-time) or by mutual agreement between the supervisor and employee, be allowed to bank those eight (8) hours of holiday pay provided the use will not create overtime, and will receive double-time ~~and one-half~~ (~~1 ½~~2x) for all hours worked on the recognized holiday.

14.4 Any employee who is on medically authorized leave when a holiday occurs will receive eight (8) hours of holiday pay (pro-rated for part time) and will not have their PTO leave accrual charged. Employee will be eligible for holiday benefits if they are receiving at least fifty (50%) percent of their normal semi-monthly compensation from the City. Otherwise, the employee is not eligible for holiday leave benefits.

14.5 Any employee who does not work on a recognized holiday (such as their work location is closed) will receive 8 hours of holiday pay (pro-rated for part-time)

14.6 Any employee for whom a holiday falls on their normal day off shall be granted eight (8) hours into a holiday bank (in lieu of receiving holiday pay) and may schedule the time off in the future on a day mutually agreed upon by the supervisor and the employee.

14.7 All accrued holiday bank time as of the end of the year shall be automatically paid out to the employee on the employee's January 10th paycheck.

ARTICLE 15. EMPLOYEE INSURANCE

15.1 Employees covered by this Agreement will be provided insurance benefits as follows:

15.2 Life Insurance. Each employee shall receive a life insurance policy in an amount equal to 100% of the employee's annual salary, rounded to the next higher multiple of $1,000 up to $100,000. In addition, employees shall have the option of choosing dependent and/or additional life insurance on a payroll deduction basis.

15.3 Long Term Disability. Regular full-time and half-time bargaining unit employees will be covered by a City-paid group long-term disability insurance policy.

15.4 Health Insurance. During the term of this agreement, Western States Health & Welfare Trust Fund of OPEIU will provide medical, dental and vision benefits to employees and their dependents. All health insurance decisions, including, but not limited to, the level of coverage, who qualifies for coverage, and the amount to be paid by employee's, their spouses, qualified domestic partners, and dependents, will be made by the Trustees of the Trust. It is agreed that the City is not taking any claims risk, and the sole responsibility of the City is to pay the agreed-upon Trust contributions. All decisions related to the medical, vision and dental benefits for Trust participants and their beneficiaries will be made by the Trustees of the Trust. The parties recognize the Trust will incur administrative expenses, related to providing such coverage and the Trust Agreement allows the Trust assets to be used for such purposes. The Trust will contract with a licensed ~~third party~~third-party administrator ("TPA"), as may be needed to administer the Trust.

15.4.1 Health Insurance Eligibility

15.4.1.1 Eligible employee's coverage under the Trust will begin on the first day of the month following their date of hire into a position covered by OPEIU Local 11.

15.4.1.2 Employees who have other group health coverage may 'opt-out' of the Trust's coverage and be eligible for a taxable cash payment directly from the City. The Trust/TPA will be responsible for administration and will notify the City within fourteen (14) days of an employee's written opt-out. The 'opt-out' payment will be ~~$230~~half the cost of an employee only on the City's lowest non-CDHP plan paid per month and will be pro-rated for part-time employees based on their FTE. Any part-time employee as of 12-31-2016 will be grandfathered at the full-time employee rate. This grandfathering will end at such a time as the part-time employee moves into any other City position.

15.4.2 Trust Contributions.

15.4.2.1 Contributions are to be made to the Trust by the 10th day of the month for each bargaining unit employee who is enrolled for coverage as of the first of that month.

All payments shall be used for the provision of health care benefits and other benefits that are permitted under the rules and regulations of the Internal Revenue Service adopted pursuant to Code Section 501 (c)(9).

15.4.2.2 Beginning ~~January 1, 2022~~upon ratification and for the term of the contract, the City contribution for each covered employee per month will be $~~1,325.00~~1,699.76. No later than November 1 of each year based on OPEIU current medical census data, the City will calculate on the basis of the exact same amount the City would pay for health care coverage for unit employees, their spouses, qualified domestic partners, and dependents (excluding amounts paid by employees) a composite rate for OPEIU members. If the calculated composite rate exceeds the Trust contribution ~~of $1,325~~from the prior year, the City will make an adjustment to its contribution to the Trust equal to the City's calculated composite rate, not to exceed an annual increase of more than 5 percent.

The City's contribution will remain at the calculated ~~2024~~ 2026 rate, with no annual adjustment applied, in the event a successor agreement is not reached prior to January 1, ~~2025~~2027. The City will continue to contribute the calculated ~~2024~~ 2026 rate, with no annual adjustment applied until a successor agreement is reached.

If the Employer contribution is less than the Trust's premium, it shall be the obligation of the employees covered by this Agreement to contribute the difference.

15.5 All employee premiums will be paid using pre-tax dollars under the City's flexible benefits plan unless an employee elects to waive payment through the flexible benefits plan.

15.6 Employees will have the option of participating in Flexible Spending Accounts (FSAs) for reimbursable medical costs and/or for dependent care costs.

15.7 The medical, dental and vision insurance premiums as detailed in Section 15.4 within this Article for regular part time employees shall be paid by the Employer at a pro-rated amount based on the employee's budgeted FTE (full-time equivalent). Any part-time employee as of 12-31-2016 will be grandfathered at the full-time employee rate (including increases and/or decreases in future years). This grandfathering will end at such time as the part-time employee moves into any other City position. If any part-time employee is opting out of insurance as of

12-31-2016 and wishes to opt back into the insurance at a later date, they will not be grandfathered and will pay the then current full pro-rated amount based on their FTE.

15.8 Legal. In the event the Trust has insufficient assets to perform its obligations, under this Agreement, the Union will defend, indemnify and hold harmless the City from any and all liability that relates in any way to the operation of the Trust.

The Union will provide the City with sufficient information to meet its bargaining obligation consistent with RCW 41.56, concerning the ongoing operation of the Trust.

ARTICLE 16. MEDICAL EXAMINATION

The parties recognize that employees have a responsibility to report for work fit for duty.

16.1 To ensure physical and mental fitness, the employee may be required to provide to the Employer a fully completed certification from a medical and/or psychological provider on a City provided form of the employee's fitness to perform the specific duties of their job or light duty alternative before returning to work.

16.2 The Employer also has the right to send employees for medical and/or psychological examinations at the City's expense for additional certification of fitness for duty whenever the Employer reasonably believes that the employee is not fit for duty or may be a danger to themself or others.

16.3 The City shall comply with all applicable confidentiality laws associated with any employee medical information.

ARTICLE 17. RETIREMENT PLAN

17.1 All eligible employees and the Employer shall participate in the Washington Public Employees Retirement System (PERS) to the extent provided for by Washington State law.

17.2 Employees shall have the option of investing in the City's Deferred Compensation Plan.

ARTICLE 18 TRAINING PROGRAM

18.1 Training shall be scheduled by the Employer. Time spent in training shall be paid in compliance with the requirements of the Federal FLSA and applicable Washington State law.

If the employee receives notification of essential certification requirements from the certifying agency, the employee has a responsibility to inform the Employer in a timely manner. City required safety and health trainings are not covered by this employee notification requirement.

18.2 Every effort will be made to schedule required training during on-duty time. Personnel may be scheduled and required to attend training outside of their normal shift.

18.3 Employees who desire tuition aid for specialized individual training or academic training may submit their request in accordance with City of Vancouver Policies and Procedures.

18.4 Any employee required to possess a certification for their position shall obtain such certification within the timeline established by the job announcement and/or offer letter, and shall maintain such certification during their tenure in such position. Failure to either obtain or maintain required certification(s) may be grounds for actions pursuant to Article 23, Employee Discipline and Termination, of this contract if the Employer has fulfilled its responsibility in accordance with subsections 18.1 and 18.2.

ARTICLE 19. CLOTHING AND SAFETY EQUIPMENT

19.1 The Employer shall purchase and replace such clothing, uniforms, and other equipment as designated by the department head, and shall make all necessary replacements as the need arises. All uniforms or equipment being replaced shall be returned to the Employer at the time of replacement.

19.2 Employees agree to maintain all clothing and equipment in good condition and not subject it to abuse beyond the regular call of duty.

ARTICLE 20. DRIVER'S LICENSES

20.1 For those employees who must drive vehicles to carry out their job as determined by the Employer, if any employee has their driver's license revoked or suspended for one-hundred twenty (120) days or less, then the Employer will make a reasonable effort to reassign the employee to jobs not requiring driving. If such reassignment is not practical, the employee shall be suspended without pay. The employee may elect to take other appropriate available leave (accrued PTO or compensatory time) in lieu of suspension without pay. If the employee's driver's license is revoked or suspended for more than one-hundred twenty (120) days, then the Employer shall make a reasonable effort to reassign the employee. If such reassignment is not practical, the employee shall be immediately discharged.

20.1.1 If an employee has been discharged from employment with the City for the loss of their required driver's license and is actively appealing the basis for the loss through the justice system, the City will consider the employee eligible for appointment to the next available position for which they are qualified if their appeal is successful and their required driver's license is reinstated within one year from the date of loss. An employee receiving an appointment to a position will return with the seniority and accrual rates that they had at the time they were discharged. Only employees who fit this specific criterion will be given this consideration.

20.2 Notwithstanding the provision of Section 20.1 above, the Employer retains the right to pursue actions under Article 23 within this Agreement for inappropriate workplace behavior which results in an employee's driver's license being revoked or suspended.

20.2.1 If an employee in a job which requires a driver's license has their license revoked or suspended for medical reasons, the Employer will make a reasonable effort to reassign the employee to duties which do not require a driver's license and for which the employee is qualified. The Employer will not create work or a position to accommodate the employee. If the Employer is not able to find existing work to which the employee can be assigned, then the employee may be separated from employment in accordance with public laws, this contract and City policies.

ARTICLE 21. MILEAGE REIMBURSEMENT

21.1 Mileage Reimbursement. Some jobs may require the use of an individual employee's automobile. In the event this is required by the Employer, it will pay the employee a mileage reimbursement at the rate established by the Internal Revenue Service.

21.2 Parking Rates. City employees who work in the downtown area pay for parking in City-owned or -operated lots or on permitted street spaces. The rates below are applicable to those employees who currently work downtown or who will work downtown in the future.

21.2.1 City-Owned or -Operated Lot Rates and On-Street Parking. With respect to all parking options, city employees will be expected to pay the prevailing parking rates. Those employees required to report to City Hall to work 40 hours per week will pay fifty percent (50%) of the prevailing parking rates in the City-owned lot located adjacent to City Hall until lot is closed to employee parking.

21.2.2 Payment of Parking Fees. City work locations in the downtown area require employees to pay for parking should they want to park in a City owned or operated lot or in a permitted on-street parking space. Employees not currently paying parking fees because of their work location or commuting choice are subject to paying fees if their work location or commuting choice changes to one where parking fees are in effect. Conversely, employees who currently work in the downtown area and pay for parking will not be subject to that requirement should they relocate to an area where parking fees are not charged.

~~21.3 Commute Trip Reduction. The City participates in a Commute Trip Reduction (CTR) program and encourages employees to use alternate modes of transportation to get to and from work. For employees who use alternate modes of transportation for their work commute at least sixty percent (60%) of their scheduled work time (based on mandatory monthly self-reporting), the City will provide:~~

~~a. a taxable cash incentive twenty-five dollars ($25) per month for bicycling, walking, or carpooling to work; or~~
~~b. one hundred percent (100%) of the cost of a bus pass; or~~
~~c. the option of a vanpool and will pay a variable amount (amount depends on the numbers of participants) to participating employees.~~

~~21.3.1 Incentives are currently available to all participating employees, regardless of their current work location.~~

~~21.3.2 Because the CTR program is funded at a specific level, should the demand for incentives exceed the annual budget availability, the City may have to reconfigure incentive amounts and participation parameters. Should that situation arise, the City will meet with the Union to discuss proposed changes.~~

ARTICLE 22. GRIEVANCE PROCEDURE

22.1 Definition. For purposes of this Agreement, the term "grievance" means any dispute between the Employer and the Union or an employee concerning the application or interpretation of the terms of this Agreement. If the grievance involves a disciplinary matter, either the employee or the immediate supervisor may waive Step 1 of the grievance procedure under Section 22.2 within this Article.

22.2 Procedure. Notwithstanding the grievance procedure listed below, the Employer and Union agree that it is in their mutual best interest to resolve disputes as early and informally as possible. Employees are encouraged but not required to first meet with their immediate supervisor. Every effort shall be made by both parties to reach an agreeable resolution promptly at each step of the grievance procedure.

Should there be a grievance, it shall be processed in accordance with the following steps:

Step 1. A grievance shall first be presented in writing to the Supervisor in charge of the work being carried on by the aggrieved employee within ten (10) working days from the date the employee had knowledge or should have had knowledge of the alleged breach or violation of this Agreement.

The written grievance shall:

1. Set forth the section(s) of the Agreement allegedly violated and state the nature of the violation.
2. Indicate the date(s) of the incident(s) grieved.
3. Specify the remedy or solution to the grievance sought by the Union and/or employee(s).
4. Identify the grievant(s) and be signed by the grievant(s).

The employee and the Steward or Union Representative shall meet with the immediate supervisor within ten (10) working days of the supervisor's receipt of the grievance.

Within ten (10) working days after the date of the Step 1 meeting, the supervisor shall mail, email or hand deliver a copy of their decision to the aggrieved employee(s), the employee's manager and the Union.

Step 2. Should the grievance remain unresolved, the Union shall, within ten (10) working days of the mailing, emailing or hand delivery of the Step 1 response, deliver an appeal of the Step 1 decision in writing to the immediate supervisor's manager.

The immediate supervisor's manager and supervisor shall convene a meeting with the aggrieved employee(s) and the Steward and/or Union Representative within ten (10) working days of the receipt of the Step 1 appeal. The immediate supervisor's manager shall make a decision on the matter within ten (10) working days of the Step 2 meeting. Copies of the written decision shall be mailed, emailed or hand delivered to the aggrieved employee(s), the Union and the Department Head.

Step 3. If the grievance remains unsolved after the decision has been rendered in Step 2, the Union shall, in writing, deliver an appeal of the Step 2 decision to the Department Head within ten (10) working days after mailing, emailing or hand delivery of the decision reached in Step 2. The Department Head and manager shall convene a meeting of the aggrieved employee and the Steward and/or Union Representative within ten (10) working days of receipt of the written grievance and shall render their decision within ten (10) working days of such meeting. Copies of the written decision shall be mailed, emailed or hand-delivered to the aggrieved employee, the Union and the City Manager.

Step 4. If the grievance remains unresolved after the decision has been rendered in Step 3, the Union Representative shall, in writing, deliver an appeal of the Step 3 decision to the City Manager or their designated representative, with a copy to the department head, within ten (10) working days after mailing, emailing or hand delivery of the decision reached in Step 3. The City Manager or their designee shall convene a meeting of the aggrieved, the Union Representative, the department head, and other directly involved individuals as determined by the parties to be appropriate, within ten (10) working days of receipt of the written grievance and shall render their decision within ten (10) working days of such meeting. Copies of the written decision shall be mailed, emailed or hand-delivered to the aggrieved employee(s), the Union and the department head.

22.2.1 The Union Representative will attempt to explain to management why the grievance is still unresolved as it moves up the steps toward arbitration, but the explanation will not have merit as to the step advancement.

22.3 Arbitration. If the grievance remains unresolved after a decision is rendered in Step 4 above, it may be submitted by the Union to a mutually acceptable arbitrator as hereinafter provided. If the Union wishes to proceed to arbitration, such notice must be provided by the Union to the City Manager within fifteen (15) working days following the Union's receipt of the City Manager's decision as outlined in Step 4.

22.3.1 Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance will be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance. Within fourteen (14) calendar days following the receipt of an arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the process described below to select an arbitrator to rule on the merits of the grievance.

22.3.2 Should the grievance be submitted to arbitration; the parties shall mutually select a disinterested third party to serve as arbitrator. In the event the Employer and the Union are unable to agree on an arbitrator, the arbitrator shall be selected by the process of alternately striking from a panel of seven (7) arbitrators from the Pacific Northwest region as furnished by the Federal Mediation and Conciliation Service (FMCS) or other mutually agreed to similar organization. The Union shall strike the first name. The request for an arbitrator shall state the general nature of the issue. The City and the Union will jointly share the fee for selection and services of an arbitrator. Each party shall pay the fees and expenses of their own attorneys, representatives and witnesses.

22.3.3 The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and/or the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of this Agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of this Agreement.

22.3.4 A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties.

22.4 Group Grievances. A grievance that involves or affects a significant portion of the employees in the bargaining unit may be introduced by the Union in written form to the department head as set forth in Step 3 of the grievance procedure, and proceed as set forth from that point.

22.5 Time Restriction. If the grievance is not advanced in accordance with the time limits set forth within the procedure, the grievance shall be considered non-submitted or resolved on the basis of the Employer's last response. A grievance not responded to by the Employer within the prescribed time limits shall be granted, provided that the remedy sought conforms to the provisions of this Agreement and applicable laws. The parties may mutually agree in writing to extend the time limits for filing a grievance, advancing, or responding to a given step for a specified period of time. All references to days in this Article shall mean "working days" as in a typical work week of Monday through Friday.

ARTICLE 23. EMPLOYEE DISCIPLINE AND TERMINATION

23.1 The Employer may discipline or terminate any newly hired or rehired employee at any time during the initial probationary period, with or without cause, and such discipline or termination shall not be subject to the grievance procedure as outlined in Article 22 within this Agreement.

23.2 The Employer may, in good faith for just cause, take disciplinary action by written reprimand, suspension, transfer, delay of step increase, demotion or termination. The degree of discipline administered shall depend on the severity of the infraction.

23.3 The Employer shall not take any disciplinary action as defined in this section without giving the employee the right to have a Union representative present. If an employee(s) is requested to attend any meeting for the purpose of investigation, where such investigation may lead to discipline or termination of that employee, that employee(s) will be informed of their right to have Union representation present before such meeting is to take place. The employee shall be provided a letter setting forth the reason(s) for such action at the time such action is taken or shortly thereafter.

23.4 Employees shall be given the opportunity to read and answer all disciplinary letters before placement of such material into their personnel file and will be requested to sign such letters. Signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather an indication that the employee has seen and comprehends the gravity of the disciplinary action.

23.5 Copies of written reprimands and other disciplinary letters will be provided to the Union. After six (6) months, copies of written reprimands will be used only to indicate trends of behavior which may lead to discipline and/or termination of employment.

23.6 The Employer shall not utilize formal written peer performance evaluations for the purpose of discussing or imposing disciplinary actions.

ARTICLE 24. PERFORMANCE EVALUATIONS

24.1 Each employee's job performance shall be reviewed and evaluated at least annually.

24.2 Performance evaluations are not disciplinary and are not subject to the grievance procedure.

24.3 An employee may append their written comments to the performance evaluation report. Employee comments must be attached and submitted with the signed performance evaluation to Human Resources.

ARTICLE 25. LAYOFF, ALTERNATIVES TO LAYOFF AND RECALL

25.1 Layoff. Layoffs or reductions in full time equivalent (FTE) positions (including transfers for this purpose and reduction in hours) may be undertaken by the City due to budgetary reductions, organizational restructuring, lack of work, reduction or elimination of funds, material changes in duties or organization, reduction-in-force or workload, or in the interests of economy or efficiency.

25.2 Alternatives to Layoff. The City will attempt to avoid layoffs and whenever possible to consider alternatives to layoffs before final decisions are made.

At the discretion of the City, these considerations may include:

a. Termination of temporary, seasonal, newly hired probationary employees and part-time employees in the job classification, work group, division or program areas being reduced.

b. Transfer or voluntary demotion to a vacant, available position. An employee may be eligible for a transfer provided that they meet the qualifications for the job. If more than one employee is eligible for transfer or demotion, it shall be based on seniority in accordance with Article 9.2 within the Agreement.

c. Temporary reduction of work hours including reduced work weeks and furloughs.

25.2.1 Definitions of Alternative to Layoff

a. Transfer. (moves laterally) – The movement from one position within a job classification to another position within the same classification or from one position to a position with a different classification in the same pay range. A transferred employee would be placed at the same step in the same range as the position that they transferred from and may serve a probationary period. Terms and conditions are provided of transfers are provided in Articles 8.3 and 9.5 within this Agreement.

b. Voluntary Demotion. The movement from a higher paid job classification to a lower paid job classification. An employee accepting a demotion may serve a probationary period and would be placed at the top step of the lower job classification range or the step in the job classification range that provides the least amount of decrease in pay. Terms and conditions of demotions are provided in Articles 8.2 and 9.5 within this Agreement.

25.3 Layoff Process. Generally, after the City has identified the department, division, program area, workgroup, or job classification being reduced, layoffs will be made as follows:

a. Temporary, seasonal, newly hired probationary employees and part-time employees shall be laid-off prior to regular status, full-time employees.

b. The order in which employees will be laid off shall be determined based on seniority in accordance with Article 9.2 within the Agreement

c. Any exception to this will be mutually agreed to by the Union and the City.

25.4 Bumping Rights. When an employee is identified for a layoff or reduction-in-force, they shall be permitted based on bargaining unit seniority to move into a job or classification which they currently hold or have previously held, provided that the employee meets the qualifications for the job.

In doing so, they may "bump" only into the position held by the least senior employee in that job or classification, not any less senior employee within the bargaining unit. For purposes of bumping, seniority is based on time spent within the bargaining unit. Bumping may only occur within the same bargaining unit.

25.4.1 The rules for layoff and bumping for Support Specialists are outlined in Appendix "C" to this Agreement.

25.4.2 The rules for layoff and bumping for Engineering Technicians are outlined in Appendix "D" to this Agreement.

25.4.3 Layoff and bumping for a Civil Service position shall be based upon seniority within a civil service position. For purposes of layoff and bumping, a non-civil service employee cannot bump into a civil service position unless an employee meets minimum qualifications for the position and been certified into civil service.

25.5 Notice to Union. Representatives of the City and the Union shall meet within fifteen (15) working days after the City has officially determined that a layoff or reduction-in-FTE will affect any Union member. At this meeting, the City shall inform the Union of the details of the layoff and provide a current seniority list as well as any other relevant information.

25.6 Notice to Employees. Each employee to be laid off shall be given at least thirty (30) calendar days' notice of layoff, with a copy to the Union. Employees who remain may be assigned to the additional duties of those lower classified positions that were laid off. Such a situation will not result in a decrease in pay or downward reclassification.

25.6.1 Once the City has notified the affected employee of layoff and there is an available vacant position or a position for the employee to bump into, if any, they must notify Human Resources in writing of their intent to accept a vacant position or exercise bumping rights within ten (10) working days of the initial layoff notice. If notification is not received within the allotted time, rights to vacant positions or to bump shall be waived by the employee. The employee will subsequently be placed on the reinstatement list.

25.7 Probation Period. An employee who has transferred or voluntarily demoted as an alternative to layoff pursuant to 25.2(b) within this Article or has bumped into a new position as an alternative to layoff pursuant to 25.4 with this Article may serve a six (6) month probationary period. An employee who fails to perform the functions of the new position during probation will be laid off and will be placed on the recall list. Such employees will only be eligible for recall to the position from which they were laid off. Failure to pass probation for reasons other than performing the functions of the new position may result in termination in accordance with Article 23 within this Agreement.

25.8 Recall. Employees who have been laid off, transferred or voluntarily demoted as an alternative to layoff, are eligible for recall for a period of thirty-six (36) months following the date of layoff or reduction in FTE.

25.8.1 The names of persons laid off will be placed on a recall list. When a vacancy occurs in the same job classification for which there exists a recall list, the City will fill the vacancy using that list with the understanding that employees must meet the required minimum qualifications for the position to which they would be recalled into. If there is more than one employee on the recall list eligible for a vacancy in a particular job class, the City will use bargaining unit seniority as defined in 9.2 within this Article to determine who shall be offered recall. Recall notices will be sent by certified mail to the last address reflected in the employee's official personnel file.

25.8.2 When an employee is recalled within thirty-six (36) months to the job or classification, from which they were laid off, they will be placed into the same step occupied at the time of the layoff and will not serve an additional probationary period. Recalled employees will have their accrual rates restored to the same accrual rate as of the date of the layoff.

25.8.3 Reinstatement. Employees in a recall status may also apply and be considered for job openings outside their job classification prior to or after layoff. Any employee who is offered a job other than the position from which they were laid off within thirty-six (36) months of their layoff will be treated as a new employee and will serve a new probationary period.

Employees will also be placed into the salary schedule for the new position consistent with the applicable salary schedule or guidelines. Reinstated employees will have their accrual rates restored to the same accrual rate as of the date of layoff.

25.8.4 Once an employee on the recall list is offered recall, the employee must respond in writing to the City within fourteen (14) calendar days of the date of the notice, unless extended by mutual consent. The employee shall be responsible for notifying the Human Resources Department of any change in their address or telephone number while on layoff status.

25.8.5 Benefit accrual and service credit will be discontinued while in layoff status of thirty (30) or more days. However, upon recall or reinstatement, an employee's previous hire date will be maintained, but the employee's service date and seniority dates will be adjusted to deduct the time spent in a layoff status.

25.9 Eligibility for recall/reinstatement ends if:

25.9.1 An employee refuses to accept an offer of recall to a position in the same classification as that from which they were laid off.

25.9.2 An employee fails to respond to an offer of recall within fourteen (14) calendar days following the date the offer is mailed.

25.9.3 The employee requests in writing to be removed from the recall list.

25.9.4 The employee resigns or retires.

25.10 Disputes regarding movement and/or reassignment under this Article may not be advanced beyond step 3 of the grievance procedure in Article 22 within this Agreement.

ARTICLE 26. CONTRACTING OUT/OUT-SOURCING

26.1 Should the City contract out or out-source work, which is currently being performed by Union employees, the City shall inform the Union and shall meet with the Union to impact bargain.

ARTICLE 27. VOLUNTEERS

27.1 The parties agree that the City of Vancouver may establish and fill volunteer (unpaid) positions so long as such positions do not result in the:

a. layoff of regular staff, and/or

b. non-reinstatement of regular staff.

27.2 The duties of volunteers shall be determined by the City of Vancouver. Duties performed on a regular basis by OPEIU members will not be performed by volunteers without written agreement by the Union. A description of duties performed by volunteers shall be available for review by the Union Representative.

27.3 No positions within the bargaining unit will be reduced and/or eliminated because of creating or filling volunteer positions. The City will not utilize volunteers in lieu of filling vacancies.

ARTICLE 28. TEMPORARY OR SEASONAL WORKERS

28.1 "Temporary or seasonal worker" for purposes of this contract shall mean one who is hired to work not more than 1,040 hours in any one specific classification in one specific department in any twelve (12) consecutive month period. Exceptions to this policy shall be mutually agreed upon by the Employer and the Union. The Employer will not rotate temporaries through the same position.

28.2 The intended use of temporary or seasonal workers by the Employer is to cover seasonal workloads and to fill unexpected vacancies created by a sudden increased workload, termination or disabilities of regular full-time employees. It is acknowledged that there will be exceptions to this policy. Exceptions to this policy shall be mutually agreed upon by the Employer and the Union.

28.3 The Employer will make all records of temporary or seasonal workers, the date they started, and total hours worked, available to the Union upon request.

ARTICLE 29. CONFLICT OF CONTRACT AND CITY EMPLOYMENT POLICIES

29.1 It is agreed that the intention of the parties to this Agreement is that this Agreement and all working agreements shall be consistent with the City employment policies and that where it is found that the provisions of such an agreement are in conflict with the City employment policies that the language of the agreement shall control.

29.2 Employees represented by this contract will be under the City's Employment Policy Manual. It is the intent that departmental rules shall be superseded by the City's Employment Policy Manual. If a situation occurs in which there is a difference between City rules/policies, and those of the department, Human Resources will meet with the Union and the affected department to reach a mutually agreeable solution.

ARTICLE 30. SEPARABILITY CLAUSE

30.1 If an article of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

ARTICLE 31. LABOR MANAGEMENT COMMITTEE

31.1 The Employer and the Unions have established a labor-management committee which will meet on a regular basis. The committee shall include up to four (4) bargaining unit members, one (1) Union Staff Representative or Business Agent from each Union and not more than ten (10) management representatives. Topics for the agenda will be shared at least one (1) week before the meeting. Issues not covered by the contract, clarification of contract issues, various surveys and committee work related to mandatory bargaining subjects, and City employment policies shall be regular agenda items for this committee. In the Event that other Union(s) end their participation in the labor management committee, OPEIU Local 11's commitment to the labor management committee process will remain unaffected.

ARTICLE 32. CONTRACT AMENDMENTS

32.1 The parties agree that this Agreement may be amended in writing as agreed to by both parties without action of their respective legislative bodies, unless otherwise specified herein, including but not limited to amendment by Memorandum of Understanding or Memorandum of Agreement.

ARTICLE 33. TERMINATION AND RENEWAL

33.1 This Agreement and all attachments hereto shall be in full force and effect from ~~January 1, 2022~~date of ratification through December 31, ~~2024~~2026, and shall continue in effect if renewed or extended by mutual agreement.

33.2 Not less than one hundred twenty (120) days prior to the end of the contract, either party may notify the other in writing of its desire to terminate or modify the Agreement.

33.3 Not later than September 15, ~~2024~~ 2026 the parties shall meet to negotiate a successor Agreement and meeting dates shall be scheduled by mutual agreement.

Dated this _____________ day of ________________, ~~2020~~2025.

THE CITY OF VANCOUVER, WASHINGTON

____

~~Eric Holmes~~Lon Pluckhahn, City Manager

____

~~Lisa Takach~~Antoinette Gasbarre Russell, HR Director

Union Steward

OG/cw
opeiu11/afl-cio

OFFICE & PROFESSIONAL EMPLOYEES LOCAL 11

____

~~Maureen Goldberg~~Howard Bell, Executive Secretary Treasurer

____

~~Doug Luse~~Cheyenne

Union Representative

____

____

Dan Mattson, Union Steward

____

~~Brihtani Lassiter-Burgoyne~~Carie Wright,

____

Angela Williams, Union Steward

Approved as to form:

____

~~Jonathan Young~~Nena Cook, City Attorney

Attest:

____

Natasha Ramras, City Clerk

~~OG/cw~~
~~opeiu11/afl-cio~~

APPENDIX A – CLASSIFICATION AND RATES OF PAY

Salary Schedule adjusted by 3% effective upon ratification 2025

OPEIU 2025 Salary Ranges

January 1, 2025 through December 31, 2025

Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1		$ 3,497	$ 3,619	$ 3,745	$ 3,877	$ 4,013	$ 4,154	$ 4,297	$ 4,471
2		$ 3,584	$ 3,708	$ 3,839	$ 3,975	$ 4,114	$ 4,258	$ 4,406	$ 4,582
3	~~Mailroom Clerk~~	$ 3,673	$ 3,803	$ 3,935	$ 4,073	$ 4,216	$ 4,365	$ 4,517	$ 4,698
4		$ 3,767	$ 3,899	$ 4,035	$ 4,175	$ 4,321	$ 4,472	$ 4,628	$ 4,813
5	~~Support Specialist - O~~ _Support Specialist 2 - O *_	$ 3,859	$ 3,993	$ 4,134	$ 4,280	$ 4,429	$ 4,584	$ 4,743	$ 4,934
6	~~Accounting Clerk~~	$ 3,957	$ 4,095	$ 4,237	$ 4,388	$ 4,541	$ 4,701	$ 4,865	$ 5,059
7	Facilities Assistant (WREC) Utility Clerk	$ 4,055	$ 4,197	$ 4,345	$ 4,496	$ 4,653	$ 4,816	$ 4,985	$ 5,184
8		$ 4,157	$ 4,301	$ 4,453	$ 4,608	$ 4,769	$ 4,937	$ 5,110	$ 5,314
9	Parking Enforcement Officer Parking Officer	$ 4,261	$ 4,409	$ 4,563	$ 4,725	$ 4,890	$ 5,061	$ 5,234	$ 5,447
10	_Customer Service Representative *_ _Material Control Coordinator *_ Parking Maintenance Worker	$ 4,367	$ 4,520	$ 4,678	$ 4,842	$ 5,012	$ 5,186	$ 5,367	$ 5,582
11	~~Support Specialist~~	$ 4,475	$ 4,633	$ 4,795	$ 4,963	$ 5,138	$ 5,318	$ 5,504	$ 5,723
12	~~Customer Service Representative~~ Permit Specialist ~~Senior Support Specialist - O~~ _Support Specialist 3 - O *_ ~~Utility Accounting Clerk~~	$ 4,587	$ 4,747	$ 4,915	$ 5,088	$ 5,266	$ 5,449	$ 5,641	$ 5,866
13	~~Police Records Specialist~~ Police Records Specialist Level I ~~Senior Support Specialist~~ ~~Utility Customer Service Representative~~	$ 4,704	$ 4,868	$ 5,038	$ 5,214	$ 5,397	$ 5,586	$ 5,780	$ 6,010
14	~~Material Control Coordinator~~ ~~Utility Customer Service Representative~~ _Utility Billing Clerk_ ~~Utility Service Inspector~~ _Utility Billing Clerk, Field_	$ 4,820	$ 4,988	$ 5,163	$ 5,346	$ 5,532	$ 5,726	$ 5,926	$ 6,162
15	Facilities Assistant (Recreation) ~~Utility Service Inspector~~	$ 4,940	$ 5,114	$ 5,293	$ 5,479	$ 5,671	$ 5,868	$ 6,073	$ 6,315
16	_Police Records Specialist Level II_ Police Service Technician ~~Records Specialist~~	$ 5,065	$ 5,243	$ 5,426	$ 5,616	$ 5,811	$ 6,013	$ 6,227	$ 6,475

~~Senior Accounting Clerk~~	-	-	-	-	-	-	-	-
Senior Customer Service Representative *								
Survey Technician	-	-	-	-	-	-	-	-
17	$ 5,190	$ 5,375	$ 5,562	$ 5,756	$ 5,955	$ 6,165	$ 6,379	$ 6,636
Lead Accounting Clerk	-	-	-	-	-	-	-	-
~~Lead Utility Inspector~~								
Senior Utility Billing Clerk, Field	-	-	-	-	-	-	-	-
Property/Evidence Technician	-	-	-	-	-	-	-	-
~~Senior Utility Customer Service Representative~~								
Senior Utility Billing Clerk	-	-	-	-	-	-	-	-
18	$ 5,321	$ 5,507	$ 5,699	$ 5,899	$ 6,106	$ 6,317	$ 6,541	$ 6,802
~~Engineering Tech I~~		-	-	-	-	-	-	-
~~Lead Utility Inspector~~	-	-	-	-	-	-	-	-
Payroll Analyst *	-	-	-	-	-	-	-	-
~~Lead Police Records Specialist~~								
Police Records Specialist Level III								
~~Property/Evidence Technician~~	-	-	-	-	-	-	-	-
Public Records Officer	-	-	-	-	-	-	-	-
Records Specialist	-	-	-	-	-	-	-	-
Senior Accounting Clerk	-	-	-	-	-	-	-	-
Senior Permit Specialist	-	-	-	-	-	-	-	-
19	$ 5,455	$ 5,644	$ 5,842	$ 6,047	$ 6,257	$ 6,478	$ 6,704	$ 6,970
Apprentice Construction Inspector	-	-	-	-	-	-	-	-
20	$ 5,591	$ 5,787	$ 5,988	$ 6,194	$ 6,416	$ 6,638	$ 6,872	$ 7,146
~~Payroll Analyst~~	-	-	-	-	-	-	-	-
21	$ 5,732	$ 5,930	$ 6,136	$ 6,353	$ 6,573	$ 6,804	$ 7,044	$ 7,325
Special Events Permitting Manager	-	-	-	-	-	-	-	-
22	$ 5,872	$ 6,077	$ 6,292	$ 6,512	$ 6,740	$ 6,978	$ 7,220	$ 7,508
~~Surveyor~~	-	-	-	-	-	-	-	-
~~Engineering Technician~~	-	-	-	-	-	-	-	-
~~Evidence Coordinator~~	-	-	-	-	-	-	-	-
23	$ 6,019	$ 6,232	$ 6,447	$ 6,674	$ 6,907	$ 7,148	$ 7,400	$ 7,695
Engineering Technician	-	-	-	-	-	-	-	-
Lead Permit Specialist	-	-	-	-	-	-	-	-
24	$ 6,172	$ 6,385	$ 6,608	$ 6,840	$ 7,080	$ 7,327	$ 7,584	$ 7,889
~~Public Records Officer~~	-	-	-	-	-	-	-	-
25	$ 6,323	$ 6,546	$ 6,775	$ 7,012	$ 7,256	$ 7,513	$ 7,774	$ 8,087
~~Construction Inspector~~	-	-	-	-	-	-	-	-
~~Crime Analyst~~	-	-	-	-	-	-	-	-
26	$ 6,484	$ 6,711	$ 6,943	$ 7,187	$ 7,440	$ 7,700	$ 7,969	$ 8,289
~~Senior Engineering Technician~~	-	-	-	-	-	-	-	-
~~Senior Surveyor~~	-	-	-	-	-	-	-	-
Surveyor	-	-	-	-	-	-	-	-
27	$ 6,646	$ 6,878	$ 7,119	$ 7,369	$ 7,625	$ 7,892	$ 8,169	$ 8,495
Construction Inspector	-	-	-	-	-	-	-	-
~~Senior Construction Inspector~~	-	-	-	-	-	-	-	-
Senior Engineering Technician	-	-	-	-	-	-	-	-
28	$ 6,810	$ 7,048	$ 7,295	$ 7,552	$ 7,818	$ 8,089	$ 8,374	$ 8,708
~~Engineering Specialist~~	-	-	-	-	-	-	-	-
29	$ 6,982	$ 7,224	$ 7,477	$ 7,740	$ 8,012	$ 8,292	$ 8,582	$ 8,925
~~Construction Inspection Specialist~~	-	-	-	-	-	-	-	-
Senior Construction Inspector	-	-	-	-	-	-	-	-
30	$ 7,157	$ 7,408	$ 7,665	$ 7,933	$ 8,211	$ 8,499	$ 8,795	$ 9,147
Crime Analyst	-	-	-	-	-	-	-	-
Engineering Specialist	-	-	-	-	-	-	-	-
Senior Surveyor	-	-	-	-	-	-	-	-
~~Survey Specialist~~	-	-	-	-	-	-	-	-
31	$ 7,336	$ 7,593	$ 7,857	$ 8,131	$ 8,416	$ 8,711	$ 9,015	$ 9,376

Construction Inspection Specialist								
32	$ 7,519	$ 7,783	$ 8,053	$ 8,334	$ 8,626	$ 8,929	$ 9,240	$ 9,610
33	$ 7,707	$ 7,978	$ 8,254	$ 8,542	$ 8,842	$ 9,152	$ 9,471	$ 9,850
34 *Survey Specialist*	$ 7,900	$ 8,177	$ 8,460	$ 8,756	$ 9,063	$ 9,381	$ 9,708	$10,096

Salary Schedule adjusted by 3% effective 2026

OPEIU 2026 Salary Ranges

January 1, 2026 through December 31, 2026

Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	Mailroom Clerk	$ 3,602	$ 3,728	$ 3,857	$ 3,993	$ 4,133	$ 4,279	$ 4,426	$ 4,605
2		$ 3,692	$ 3,819	$ 3,954	$ 4,094	$ 4,237	$ 4,386	$ 4,538	$ 4,719
3		$ 3,783	$ 3,917	$ 4,053	$ 4,195	$ 4,342	$ 4,496	$ 4,653	$ 4,839
4		$ 3,880	$ 4,016	$ 4,156	$ 4,300	$ 4,451	$ 4,606	$ 4,767	$ 4,957
5	Support Specialist 2 - O	$ 3,975	$ 4,113	$ 4,258	$ 4,408	$ 4,562	$ 4,722	$ 4,885	$ 5,082
6		$ 4,076	$ 4,218	$ 4,364	$ 4,520	$ 4,677	$ 4,842	$ 5,011	$ 5,211
7	Facilities Assistant (WREC) Utility Clerk	$ 4,177	$ 4,323	$ 4,475	$ 4,631	$ 4,793	$ 4,960	$ 5,135	$ 5,340
8		$ 4,282	$ 4,430	$ 4,587	$ 4,746	$ 4,912	$ 5,085	$ 5,263	$ 5,473
9	Parking Enforcement Officer	$ 4,389	$ 4,541	$ 4,700	$ 4,867	$ 5,037	$ 5,213	$ 5,391	$ 5,610
10	Customer Service Representative Material Control Coordinator Parking Maintenance Worker	$ 4,498	$ 4,656	$ 4,818	$ 4,987	$ 5,162	$ 5,342	$ 5,528	$ 5,749
11		$ 4,609	$ 4,772	$ 4,939	$ 5,112	$ 5,292	$ 5,478	$ 5,669	$ 5,895
12	Permit Specialist Support Specialist 3 - O	$ 4,725	$ 4,889	$ 5,062	$ 5,241	$ 5,424	$ 5,612	$ 5,810	$ 6,042
13	Police Records Specialist Level I	$ 4,845	$ 5,014	$ 5,189	$ 5,370	$ 5,559	$ 5,754	$ 5,953	$ 6,190
14	Utility Billing Clerk Utility Billing Clerk, Field	$ 4,965	$ 5,138	$ 5,318	$ 5,506	$ 5,698	$ 5,898	$ 6,104	$ 6,347
15	Facilities Assistant (Recreation)	$ 5,088	$ 5,267	$ 5,452	$ 5,643	$ 5,841	$ 6,044	$ 6,255	$ 6,504
16	Police Records Specialist Level II Police Service Technician Senior Customer Service Representative Survey Technician	$ 5,217	$ 5,400	$ 5,589	$ 5,784	$ 5,985	$ 6,193	$ 6,414	$ 6,669
17	Lead Accounting Clerk Senior Utility Billing Clerk, Field Property/Evidence Technician Senior Utility Billing Clerk	$ 5,346	$ 5,536	$ 5,729	$ 5,929	$ 6,134	$ 6,350	$ 6,570	$ 6,835
18	Payroll Analyst Police Records Specialist Level III Public Records Officer Records Specialist Senior Accounting Clerk Senior Permit Specialist	$ 5,481	$ 5,672	$ 5,870	$ 6,076	$ 6,289	$ 6,507	$ 6,737	$ 7,006
19		$ 5,619	$ 5,813	$ 6,017	$ 6,228	$ 6,445	$ 6,672	$ 6,905	$ 7,179

Apprentice Construction Inspector								
20	$ 5,759	$ 5,961	$ 6,168	$ 6,380	$ 6,608	$ 6,837	$ 7,078	$ 7,360
21 Special Events Permitting Manager	$ 5,904	$ 6,108	$ 6,320	$ 6,544	$ 6,770	$ 7,008	$ 7,255	$ 7,545
22	$ 6,048	$ 6,259	$ 6,481	$ 6,707	$ 6,942	$ 7,187	$ 7,437	$ 7,733
23 Engineering Technician Lead Permit Specialist	$ 6,200	$ 6,419	$ 6,640	$ 6,874	$ 7,114	$ 7,362	$ 7,622	$ 7,926
24	$ 6,357	$ 6,577	$ 6,806	$ 7,045	$ 7,292	$ 7,547	$ 7,812	$ 8,126
25	$ 6,513	$ 6,742	$ 6,978	$ 7,222	$ 7,474	$ 7,738	$ 8,007	$ 8,330
26 Surveyor	$ 6,679	$ 6,912	$ 7,151	$ 7,403	$ 7,663	$ 7,931	$ 8,208	$ 8,538
27 Construction Inspector Senior Engineering Technician	$ 6,845	$ 7,084	$ 7,333	$ 7,590	$ 7,854	$ 8,129	$ 8,414	$ 8,750
28	$ 7,014	$ 7,259	$ 7,514	$ 7,779	$ 8,053	$ 8,332	$ 8,625	$ 8,969
29 Senior Construction Inspector	$ 7,191	$ 7,441	$ 7,701	$ 7,972	$ 8,252	$ 8,541	$ 8,839	$ 9,193
30 Crime Analyst Engineering Specialist Senior Surveyor	$ 7,372	$ 7,630	$ 7,895	$ 8,171	$ 8,457	$ 8,754	$ 9,059	$ 9,421
31 Construction Inspection Specialist	$ 7,556	$ 7,821	$ 8,093	$ 8,375	$ 8,668	$ 8,972	$ 9,285	$ 9,657
32	$ 7,745	$ 8,016	$ 8,295	$ 8,584	$ 8,885	$ 9,197	$ 9,517	$ 9,898
33	$ 7,938	$ 8,217	$ 8,502	$ 8,798	$ 9,107	$ 9,427	$ 9,755	$10,146
34 Survey Specialist	$ 8,137	$ 8,422	$ 8,714	$ 9,019	$ 9,335	$ 9,662	$ 9,999	$10,399

~~OPEIU 2022 Salary Ranges~~								
~~January 1, 2022 through December 31, 2022~~								
~~Range Classification~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~	~~Step 6~~	~~Step 7~~	~~Step 8~~
~~1~~	~~$ 3,138~~	~~$ 3,249~~	~~$ 3,362~~	~~$ 3,480~~	~~$ 3,602~~	~~$ 3,729~~	~~$ 3,858~~	~~$ 4,013~~
~~2~~	~~$ 3,217~~	~~$ 3,329~~	~~$ 3,446~~	~~$ 3,568~~	~~$ 3,692~~	~~$ 3,822~~	~~$ 3,955~~	~~$ 4,113~~
~~3 Mailroom Clerk~~ ~~Support Specialist I~~	~~$ 3,297~~	~~$ 3,413~~	~~$ 3,532~~	~~$ 3,656~~	~~$ 3,785~~	~~$ 3,918~~	~~$ 4,054~~	~~$ 4,217~~
~~4~~	~~$ 3,381~~	~~$ 3,499~~	~~$ 3,621~~	~~$ 3,747~~	~~$ 3,879~~	~~$ 4,014~~	~~$ 4,154~~	~~$ 4,320~~
~~5~~	~~$ 3,464~~	~~$ 3,585~~	~~$ 3,712~~	~~$ 3,841~~	~~$ 3,976~~	~~$ 4,114~~	~~$ 4,258~~	~~$ 4,429~~
~~6 Accounting Clerk I~~	~~$ 3,552~~	~~$ 3,676~~	~~$ 3,804~~	~~$ 3,938~~	~~$ 4,076~~	~~$ 4,219~~	~~$ 4,366~~	~~$ 4,541~~
~~7 Facilities Assistant (WREC)~~ ~~Utility Clerk~~	~~$ 3,640~~	~~$ 3,767~~	~~$ 3,900~~	~~$ 4,036~~	~~$ 4,176~~	~~$ 4,323~~	~~$ 4,475~~	~~$ 4,653~~
~~8~~	~~$ 3,732~~	~~$ 3,861~~	~~$ 3,997~~	~~$ 4,137~~	~~$ 4,281~~	~~$ 4,432~~	~~$ 4,587~~	~~$ 4,770~~

~~9~~ ~~Facilities Assistant (Recreation)~~ ~~Support Specialist II~~ ~~Parking Enforcement Officer~~ ~~Parking Officer~~	~~$ 3,825~~	~~$ 3,958~~	~~$ 4,096~~	~~$ 4,241~~	~~$ 4,389~~	~~$ 4,543~~	~~$ 4,699~~	~~$ 4,889~~
~~10~~ ~~Parking Maintenance Worker~~	~~$ 3,920~~	~~$ 4,057~~	~~$ 4,199~~	~~$ 4,346~~	~~$ 4,499~~	~~$ 4,655~~	~~$ 4,818~~	~~$ 5,011~~
~~11~~	~~$ 4,017~~	~~$ 4,159~~	~~$ 4,304~~	~~$ 4,455~~	~~$ 4,612~~	~~$ 4,773~~	~~$ 4,940~~	~~$ 5,137~~
~~12~~ ~~Accounting Clerk II~~ ~~Customer Service Representative~~ ~~Permit Specialist I~~	~~$ 4,117~~	~~$ 4,262~~	~~$ 4,412~~	~~$ 4,567~~	~~$ 4,727~~	~~$ 4,891~~	~~$ 5,063~~	~~$ 5,265~~
~~13~~ ~~Material Control Coordinator~~ ~~Program Coordinator I~~ ~~Records Specialist~~ ~~Police Records Specialist~~ ~~Support Specialist III~~ ~~Utility Customer Service Representative~~ ~~Utility Service Inspector~~	~~$ 4,222~~	~~$ 4,369~~	~~$ 4,522~~	~~$ 4,680~~	~~$ 4,844~~	~~$ 5,013~~	~~$ 5,188~~	~~$ 5,395~~
~~14~~ ~~Police Service Technician~~	~~$ 4,327~~	~~$ 4,478~~	~~$ 4,635~~	~~$ 4,798~~	~~$ 4,965~~	~~$ 5,139~~	~~$ 5,319~~	~~$ 5,532~~
~~15~~	~~$ 4,435~~	~~$ 4,590~~	~~$ 4,751~~	~~$ 4,917~~	~~$ 5,090~~	~~$ 5,267~~	~~$ 5,451~~	~~$ 5,668~~
~~16~~ ~~Engineering Tech I~~ ~~Senior Accounting Clerk~~ ~~Senior Customer Service Representative~~	~~$ 4,546~~	~~$ 4,706~~	~~$ 4,870~~	~~$ 5,040~~	~~$ 5,216~~	~~$ 5,397~~	~~$ 5,589~~	~~$ 5,812~~
~~17~~ ~~Construction Inspector I~~ ~~Payroll Analyst~~ ~~Senior Utility Customer Service Representative~~ ~~Lead Accounting Clerk~~	~~$ 4,659~~	~~$ 4,824~~	~~$ 4,992~~	~~$ 5,166~~	~~$ 5,346~~	~~$ 5,534~~	~~$ 5,726~~	~~$ 5,957~~

~~18~~ ~~Evidence Technician~~ ~~Lead Police Records Specialist~~ ~~Permit Specialist II~~	~~$ 4,776~~	~~$ 4,943~~	~~$ 5,115~~	~~$ 5,295~~	~~$ 5,481~~	~~$ 5,670~~	~~$ 5,871~~	~~$ 6,106~~
~~19~~	~~$ 4,896~~	~~$ 5,066~~	~~$ 5,244~~	~~$ 5,428~~	~~$ 5,616~~	~~$ 5,814~~	~~$ 6,018~~	~~$ 6,257~~
~~20~~	~~$ 5,018~~	~~$ 5,194~~	~~$ 5,375~~	~~$ 5,561~~	~~$ 5,759~~	~~$ 5,959~~	~~$ 6,168~~	~~$ 6,414~~
~~21~~ ~~Public Records Officer~~	~~$ 5,145~~	~~$ 5,323~~	~~$ 5,508~~	~~$ 5,703~~	~~$ 5,901~~	~~$ 6,108~~	~~$ 6,323~~	~~$ 6,575~~
~~22~~ ~~Evidence Coordinator~~ ~~Engineering Technician II~~ ~~Surveyor~~	~~$ 5,271~~	~~$ 5,455~~	~~$ 5,648~~	~~$ 5,845~~	~~$ 6,050~~	~~$ 6,263~~	~~$ 6,481~~	~~$ 6,739~~
~~23~~ ~~Construction Inspector II~~ ~~Lead Permit Specialist~~	~~$ 5,403~~	~~$ 5,593~~	~~$ 5,787~~	~~$ 5,991~~	~~$ 6,200~~	~~$ 6,416~~	~~$ 6,642~~	~~$ 6,908~~
~~24~~	~~$ 5,540~~	~~$ 5,732~~	~~$ 5,932~~	~~$ 6,140~~	~~$ 6,356~~	~~$ 6,577~~	~~$ 6,808~~	~~$ 7,081~~
~~25~~ ~~Crime Analyst~~	~~$ 5,676~~	~~$ 5,876~~	~~$ 6,082~~	~~$ 6,294~~	~~$ 6,513~~	~~$ 6,743~~	~~$ 6,979~~	~~$ 7,259~~
~~26~~ ~~Senior Engineering Technician~~ ~~Senior Surveyor~~	~~$ 5,820~~	~~$ 6,024~~	~~$ 6,233~~	~~$ 6,452~~	~~$ 6,678~~	~~$ 6,912~~	~~$ 7,153~~	~~$ 7,440~~
~~27~~ ~~Senior Construction Inspector~~	~~$ 5,965~~	~~$ 6,174~~	~~$ 6,390~~	~~$ 6,614~~	~~$ 6,844~~	~~$ 7,084~~	~~$ 7,333~~	~~$ 7,626~~
~~28~~ ~~Engineering Specialist~~ ~~Survey Specialist~~	~~$ 6,113~~	~~$ 6,327~~	~~$ 6,549~~	~~$ 6,779~~	~~$ 7,017~~	~~$ 7,261~~	~~$ 7,516~~	~~$ 7,816~~
~~29~~ ~~Construction Inspection Specialist~~	~~$ 6,267~~	~~$ 6,485~~	~~$ 6,712~~	~~$ 6,948~~	~~$ 7,192~~	~~$ 7,442~~	~~$ 7,704~~	~~$ 8,012~~
~~30~~	~~$ 6,425~~	~~$ 6,649~~	~~$ 6,881~~	~~$ 7,121~~	~~$ 7,370~~	~~$ 7,629~~	~~$ 7,895~~	~~$ 8,211~~

Appendix C – Layoff and Bumping for Support Specialists

DEFINITION: For the purpose of this appendix, the term Job Classification shall mean all employees working as Support Specialists, which contain three (3) levels of skill, with the lowest skill level being "I" and the highest skill level being "III". The term "Civil Service Employee" shall mean all employees that have been appointed to a classified civil service position from a certified eligibility list and have satisfactorily completed the probationary period or an employee that was grandfathered into Civil Service as of January 1, 2018.

Prior to laying off in the Support Specialist Classification, the City will continue in its past practice of making every effort to place those member(s) whose position is being laid off into another vacant position in the same job classification at the same or lower level, assuming the employee meets the minimum qualifications for the available position.

If no vacant positions within the same job classification are available, the employee whose position is scheduled to be laid off shall be allowed to exercise their seniority over employees with less seniority represented by OPEIU, in the same or lower level within the Support Specialist job classification as follows:

1. A Support Specialist III can bump the least senior Support Specialist III represented by OPEIU in the same department, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Support Specialist III available to be bumped, then the Support Specialist III being laid off may bump the least senior Support Specialist II or Support Specialist I represented by OPEIU in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.

2. A Support Specialist II can bump the least senior Support Specialist II represented by OPEIU in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Support Specialist II available to be bumped, then the Support Specialist II being laid off may bump the least senior Support Specialist I represented by OPEIU in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.

3. A Support Specialist I can bump the least senior Support Specialist I represented by OPEIU in the City, over whom they have greater seniority.

The following bumping parameters will apply to Support Specialists exercising bumping rights:

1. A non-Civil Service employee cannot bump into a civil service position unless the employee meets minimum qualifications for the position and has passed the civil service exam.

2. A full-time, regular employee (1.0 FTE) would first be eligible to bump the least senior, full-time, regular employee (1.0 FTE), over whom they have greater seniority. They would also be permitted to bump a less than 1.0 FTE employee, provided that person is the least senior Support Specialist.

3. If there is not a less senior full-time, regular employee (1.0 FTE) to bump, the employee identified for layoff would then be eligible to bump the least senior part time employee (less than 1.0 FTE).

Those employees who are bumped shall have the same bumping rights and privileges as if they were laid off.

All employees bumping into, or being placed into another Support Specialist position, in lieu of layoff, will serve a standard six month probationary period in the new position. Failure to pass probation in any new position may result in termination of employment with the City.

All other language under Article 25 Layoff, Alternative to Layoff and Recall; the Collective Bargaining Agreement; and the City Policy Manual shall remain in full force and effect.

Appendix D – Layoff and Bumping for Engineering Technicians

It is mutually agreed that classifications in the Engineering Technician Series shall be referred to and in order of most skilled as: Engineering Specialist, Senior Engineering Technician, Engineering Technician II, and Engineering Technician I.

For the purpose of this appendix, the term Job Classification shall mean all employees working in the Engineering Technician Series which contain distinct separate levels skills that may or may not be interchangeable either to lateral positions or lower positions within the Engineering Technician classification. The term "Civil Service Employee" shall mean all employees that have been appointed to a classified civil service position from a certified eligibility list and have satisfactorily completed the probationary period or an employee that was grandfathered into Civil Service as of January 1, 2018.

Bargaining unit members working under the Engineering Technician Series shall be observed under the following language:

Prior to laying off in the Engineering Technician Classification, the City will continue in its past practice of making every effort to place those member(s) whose position is being laid off or reduced into another vacant position in the same job classification at the same or lower level, assuming the employee meets the minimum qualifications for the available position.

If no vacant positions within the same job classification are available, the employee whose position is scheduled to be laid off shall be allowed to exercise their seniority over employees with less seniority represented by OPEIU Local 11, in the same or lower level within the Engineering Technician Series as follows, provided the employee meets the minimum qualification for the position at the time of the bump:

1. An Engineering Specialist may bump the least senior Engineering Specialist, represented by OPEIU Local 11 in the same department, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Engineering Specialist available to be bumped, then the Engineering Specialist laid off may bump the least senior Senior Engineering Technician , Engineering Technician II or Engineering Technician I represented by OPEIU Local 11 in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.

2. A Senior Engineering Technician may bump the least senior Senior Engineering Technician represented by OPEIU Local 11 in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Senior Engineering Technician available to be bumped, then the Senior Engineering Technician being laid off may bump the least senior Engineering Technician II or Engineering Technician I represented by OPEIU Local 11 in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.

3. An Engineering Technician II may bump the least senior Engineering Technician II represented by OPEIU in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Engineering Technician II available to be bumped, then the Engineering Technician II being laid off may bump the least senior Engineering Technician I represented by OPEIU Local 11 in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.

4. An Engineering Technician I may bump the least senior Engineering Technician I represented by OPEIU Local 11 in the City, over whom they have greater seniority.

The following bumping parameters will apply to the Engineering Series when exercising bumping rights:

The City may determine that the employee who may be bumping into another engineering technician's position may not possess the minimum requirements for that position. If that determination is made the City will notify the Union and may not allow the bump to occur.

1. A non-Civil Service employee cannot bump into a civil service position unless the employee meets minimum qualifications for the position and has passed the civil service exam.

2. A full-time, regular employee (1.0 FTE) would first be eligible to bump the least senior, full-time, regular employee (1.0 FTE), over whom they have greater seniority. They would also be permitted to bump a less than 1.0 FTE employee, provided that person is the least senior.

3. If there is not a less senior full-time, regular employee (1.0 FTE) to bump, the employee identified for layoff would then be eligible to bump the least senior part time employee (less than 1.0 FTE).

Those employees who are bumped shall have the same bumping rights and privileges as if they were laid off.

All employees bumping into, or being placed into another Engineering Technician Series position, in lieu of layoff, will serve a standard six month probationary period in the new position. Failure to pass probation in any new position may result in the employee being laid off and placed on the reinstatement list. Reinstatement may be only to the position the employee was laid off from.

All other language under Article 25 Layoff, Alternative to Layoff and Recall; the Collective Bargaining Agreement; and the City Policy Manual shall remain in full force and effect.

AGREEMENT

between

LOCAL 11

OFFICE & PROFESSIONAL EMPLOYEE INTERNATIONAL UNION, AFL-CIO

and

CITY OF VANCOUVER, WASHINGTON

January 1, 2025 – December 31, 2026

OPEIU Contract
Table of Contents

Office & Professional Employees International Union Local 11, AFL-CIO

This Agreement is between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the City or the Employer, and Office & Professional Employees International Union, Local 11, AFL-CIO and herein and hereinafter referred to as the Union, for purposes of setting forth the mutual understanding of the parties regarding wages, hours, and conditions of employment of those employees for whom the Employer has recognized OPEIU, Local 11, as the exclusive collective bargaining representative.

ARTICLE 1. RECOGNITION AND THE BARGAINING UNIT

1.1 The Employer hereby recognizes the Union as the exclusive bargaining representative for the Purposes stated in Chapter 41.56 RCW of all regular full-time and regular part time employees employed within the classifications listed in Appendix “A” of this Agreement and as certified by the State of Washington Public Employment Relations Commission (PERC), but shall exclude all supervisory, temporary, and seasonal workers or employees.

1.1.1 All employees including those within the represented community of employment interest, consistent with RCW 41.56.060 of the Employer, exclusive of confidential and supervisory employees, as indicated in Appendix A of this Agreement, Office and Professional Employees International Union, Local 11, (OPEIU), hereinafter referred to as the Union.

1.1.2 The classifications of employees covered by this Agreement are set forth in Appendix A, which is attached hereto and made a part of this Agreement. When classification on Union inclusion cannot be agreed upon by the Employer and the Union, either party may petition PERC to review the position in question and render a written opinion of its findings that shall be binding on the Employer and the Union.

1.1.3 In instances where contract language is in conflict with a Memorandum of Understanding (MOU), a Memorandum of Agreement (MOA) or an addenda, the MOU, MOA or the addenda take precedent over this Agreement.

ARTICLE 2. NONDISCRIMINATION

2.1 The Employer and the Union agree that they will not discriminate unfairly against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, mental or physical disability, sexual orientation, active or honorably discharged military status, or any other criteria established by state or federal statutes, rules or regulations.

ARTICLE 3. RIGHTS OF MANAGEMENT

3.1 The management of the municipal corporation and the direction of the work force are vested exclusively in the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Employer in accordance with such policy or procedure as the Employer, from time to time, may determine. This Article does not restrict the right of an employee to use the grievance procedure set forth in Article 22 within this Agreement.

3.2 The parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, and the assignment of employees to specific jobs within the bargaining unit in accordance with their job classification or title.

3.3 Nothing shall be construed to limit in any way the Employer's rights under this Article, or to make changes in current practices, provided: (1) Advance notice of the change is given to the Union and affected employees and (2) Reasonable opportunity is provided to discuss the change with the City.

ARTICLE 4. UNION SECURITY

4.1 The terms and conditions of this Agreement in regard to Union security are as follows:

4.1.1 The parties agree that the terms of this Agreement shall apply equally to all employees, as defined in Article 1.1 of this Agreement, and within the bargaining unit. Any bargaining unit employee may authorize the Employer to deduct from their pay the amount of Union membership dues charged by the Union for representation and services provided by the Union. This signed authorization must be in writing and forward to the Human Resources Department.

4.1.2 Any bargaining unit employee, as defined in Article 1.1 to this Agreement, who does not want to become a member of the Union, has the voluntary option to pay fair share fees in an amount equal to membership dues. Any member of the bargaining unit may authorize the Employer to deduct from their pay voluntary fair share fees in an amount equal to Union dues charged by the Union. This signed authorization must be in writing and forwarded to the Human Resources Department.

4.1.3 Those employees of the Employer as defined in Article 1.1 to this Agreement, who do not wish to become a member of the Union and pay Union dues; or who do not pay voluntary fair share fees to the Union; and/or who require services beyond bargaining the Agreement; may be charged fees for such services in an amount determined by the Union.

4.1.4 Upon completion of the new member orientation, the Union agrees to provide the Employer with the signed Union dues deduction forms for each employee who desires to pay Union dues by payroll deduction or the signed Union voluntary fair share fee payors form. The Employer will deduct such dues/fees from the wages of those employees and forward them to the Union each month.

4.1.5 In the event that an employee covered by this Agreement notifies the Employer that they no longer wish to have dues or have voluntary fair share fees deducted from their pay, the Employer shall notify the Union as soon as possible, via email, but no more than five (5) days of the notification.

4.1.6 Listing of New and Terminated Employees: The Employer agrees to notify the Union of new hires within twenty-one (21) business days of employment

a. If the information is available, the City will provide a listing of bargaining unit employees hired, promoted or terminated in an editable format within twenty-one business days. Such listing shall contain:
   i. The employee’s name and date hire
   ii. Employees cellular, home and work telephone numbers; work and personal email address; home/mailing address
   iii. Employee’s job title, salary and work site location

b. At least one-hundred twenty (120) business days, the Employer will provide a listing of all bargaining unit members including information listed above in article 4.1.6.a and their department/section, classification, base pay, full-time/part-time status and number of scheduled hours, City seniority date and classification seniority date.

4.1.7 The Union shall indemnify and hold harmless the Employer against any and all claims, suits, orders, judgements, or liability arising from this Article.

ARTICLE 5. UNION REPRESENTATIVE AND UNION ACTIVITY

5.1 The Union shall inform the Employer in writing of the names of its officers, business representatives and stewards who are accredited to represent the Union, which information shall be kept up-to-date at all times. Only persons so designated will be accepted by the Employer as representatives of the Union.

5.2 Those Union representatives may, after receiving permission from the supervisor, visit the work location of employees covered by this Agreement for the purpose of administering provisions of the Agreement related to grievance processing, disciplinary action and posting of Union notices on City provided bulletin boards.

5.3 Solicitation of Union membership or collection or checking of dues will not be conducted during work hours. The Employer agrees not to discriminate against any member of the Union for their activity on behalf of or membership in the Union, provided such activity is not carried on during working hours, except as expressly provided in this Agreement.

5.3.1 The Union Representative is allowed access to new employees at an agreed upon time by the City and the Union, for the purposes of informing the employee about the exclusive bargaining representative within the first ninety (90) days of the employees start date; and

5.3.2 The Union Representative shall have access to new employees once for new employee orientation for no more than thirty (30) minutes; and

5.3.3 Access shall occur during the employee's regular working hours at the employee's regular worksite, unless otherwise agreed.

5.4 Union stewards shall be allowed reasonable time away from their work assignment without loss of pay for the purposes of meetings with the City for collective bargaining, grievance or disciplinary hearings or such other legitimate activities as are mutually agreed upon between the Union and the City.

Paid representation shall be limited as follows:

a. Disciplinary matters – One (1) steward/employee representative
b. Grievances – Up to two (2) stewards/employee representatives
c. Collective Bargaining – Up to four (4) stewards/employee representatives
d. Representatives Other Meetings – As mutually agreed to by both parties

5.4.1 City employees participating in such meetings or activities will be allowed to do so without loss of pay if scheduled during said employee's regularly scheduled work time. If meetings or activities go beyond the regularly scheduled work time, then the employees shall be on their own time not paid by the City.

5.4.2 Stewards shall notify their immediate manager when there is a need to be away from their work assignment, provided such time away does not unreasonably detract from their work performance and is in compliance with the above requirements as to the nature of the activity. Time away from their work assignment to act in the role of Union representative shall be coded on their timesheet as "Union Leave".

5.4.3 Stewards and affected employees shall be allowed time away from their work assignment for meetings with the City. A reasonable amount of prep and debrief time necessary for these meetings shall be allowed.

5.5 City work hours shall not be used by employees or the business representatives for the conduct of Union business or the promotion of Union affairs other than stated above.

5.6 The City shall provide bulletin board space for Union notices in a conspicuous location where workers frequent regularly in each work area.

5.7 Use of City Telephones or Computers Related to Union Business:

a. Use of City telephones or computers is allowed subject to the following:

1) When such use is di minimis and incidental, such as arranging a meeting with a Union Representative.

2) For the purpose of conducting an investigation of a grievance, such as individual inquiries to co-workers.

3) For the purpose of interacting with the City's representatives concerning Union-City business, such as setting dates for City-Union meetings, making inquiries regarding grievances, etc.

b. The use cited in subsection "a" above may continue only to the extent that there are no additional costs to the City. The content of any and all communications using the City computer system is not privileged and may be subject to City review.

c. The use of information technology in the workplace will be consistent with federal and state laws, City policies and rules for public records, ethics and conduct of employees, and City of Vancouver Employee Policies, including but not limited to Policy 605: Use of Computers, Email, Internet and other Electronic Resources.

5.8 From time to time, the Union may request and the City may grant unpaid leave in not more than six (6) month increments for not more than one employee at a time, to attend to Union work with Local 11.

ARTICLE 6. STRIKES, WORK STOPAGES AND WORK SLOWDOWNS

6.1 The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strikes, slowdown or other interference with Employer functions, nor shall the City institute a lockout.

6.2 In the event that a strike, boycott, slowdown, mass sick call, work stoppage or other interruption of work occurs during the life of this Agreement, the Employer shall notify the Union of the existence of such activity and request information from the Union as to whether or not the activity has been authorized. The Union, after immediately responding to the Employer's request, will then proceed to make every reasonable effect to terminate the work interruption activity and induce the employees concerned to return to work so that service to the citizens of the City of Vancouver will not be affected. Employees shall not earn any benefits or wages whatsoever while they are engaged in such actions. In addition, employees who engage in or encourage such actions shall be subject to discipline up to and including discharge.

ARTICLE 7. IDENTIFICATION OF JOBS

7.1 Job Classifications. Job classifications shall be defined by the current class specification for each of the job class titles listed in Appendix A of this Agreement.

7.2 Job Reclassifications. When there is a substantive change in the job duties assigned to an employee such that the employee is required to possess substantially different qualifications or is assigned a substantially different level of responsibility, the Employer shall conduct a reclassification review for the purpose of determining the appropriate job classification for the revised job.

7.3 New Classifications. If reasonable and practical, the Employer will assign the positions to an existing class which better describes the duties assigned to the job. If there is no appropriate existing job classification, the Employer shall establish a new job classification. If the incumbent in the position is qualified for the revised job classification, they shall be placed in the new classification at the nearest step providing an increase. An incumbent who is not qualified for the new classification shall maintain their current range and continue to receive any step increases that are due.

> 7.3.1 The salary range for the new classification shall be established by the Employer so that the salary of the new class is equitable in comparison to existing bargaining unit classes and external market factors. The salary range shall be submitted to the Union for review. Within thirty (30) calendar days of receipt of such City notice the Union shall notify the City of its agreement or disagreement with the City's provisional salary range for the new classification. If the Union disagrees with the salary range, it may request that the Employer negotiate with the Union to establish an equitable salary range for the new job classification. In the event the City and Union are unable to agree upon an equitable salary and mediation does not result in a resolution, the question may be submitted to an arbitrator under the procedures set for in 22.3 of this Agreement.
>
> 7.3.2 The City shall have the right to employ persons at its provisional salary range during the term of negotiations, subject to full retroactive payment to all affected employees upon the conclusion of negotiations or arbitration.

7.4 If a new classification is established by the City, a notification consisting of the job specification will be provided in writing to the Union.

ARTICLE 8. PROBATION

8.1 A newly hired or rehired employee is subject to a six (6) month probationary period. The probationary period for new employees may be extended with notification to the Union, to a maximum of six (6) additional months. The Employer may discipline or discharge any newly hired or rehired employee at any time during the probationary period with or without cause, and such discipline or discharge shall not be subject to appeal.

8.2 Voluntary promotions and demotions are subject to a six (6) month probationary period. The probationary period for a promotion/demotion may be extended, with notification to the Union, for a maximum of six (6) additional months. In the event an employee does not successfully complete a promotion/demotion probationary period, the employee will be assigned to the employee's original position (if vacant) or to another vacant position for which they are qualified in the same class as, and at the same salary level as, the employee's original position. If the original position is not available, and no other vacant position is available meeting the applicable criteria within this Article, the employee will be placed on a reinstatement list for their original position or classification for twenty-four (24) months. Nothing in this section shall restrict the rights of the employee under Article 23 within this Agreement.

8.3 An employee who is transferred into a job within the same classification, or who takes a lateral transfer to a different classification within the same pay grade, may be required to serve a six (6) month probationary period if the job is significantly different than their previous job. In the event an employee does not successfully complete a transfer probation period, the employee will be assigned to the employee's original position (if vacant) or to another vacant position for which they are qualified in the same class, and at the same salary level as the employee's original position. If the original position is not available and no other vacant position is available, meeting the applicable criteria in this Article, the employee will be placed on a reinstatement list for their original position or classification for twenty-four (24) months. Nothing in this section shall restrict the rights of the Employer under Article 23 within this Agreement.

ARTICLE 9. SENIORITY

9.1 <u>City Seniority</u>

9.1.1 City seniority is based upon the most recent date of hire with the City of Vancouver. City seniority shall be used for PTO accrual, PTO scheduling, and as a means to determine the most senior employee in cases where other seniority is equal.

9.1.2 No employee will acquire seniority rights for purposes of layoff until completion of the probationary period, at which time their seniority shall be retroactive to their date of hire.

9.1.3 Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by date of application, and if that is the same, the affected employees shall draw lots.

9.2 <u>Bargaining Unit Seniority</u>

9.2.1 Bargaining Unit Seniority shall be defined as the employee's most recent date of hire into their respective bargaining unit except for a Civil Service employee and will be used for determining layoff, recall and bumping order.

9.2.2 The seniority date for a Civil Service employee shall be determined by the length of time the employee has been certified in a Civil Service position within their respective bargaining unit.

9.2.3 Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by date of application, and if that is the same, the affected employees shall draw lots. Employee seniority shall not be reduced because of unpaid leave protected under state and federal regulations.

9.3 Workgroup Seniority

9.3.1 Workgroup seniority shall be based on the total number of days that an employee has worked in a workgroup covered by the collective bargaining agreement.

9.3.2 Workgroup seniority shall be used to determine preference for shift and/or work schedules, overtime and callback

9.3.3 Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by bargaining unit seniority as defined in Section 9.2 within this Article.

9.4 Seniority Calculation for Part Time Staff

9.4.1 Employees working in positions budgeted at less than 1.0 FTE shall have their seniority prorated based upon their budgeted FTE percentage. An example of this would be: an employee working in a half time position (20 hours/week) for 10 years shall receive seniority credit for 5 years of service.

9.5 Seniority Calculation for Promotions or Transfers into a New Workgroup

9.5.1 Workgroup seniority shall be calculated retroactive to the first date of promotion or transfer into the new workgroup after the successful completion of any probationary period if required under Article 8.3 within this Agreement.

ARTICLE 10. POSTING OF JOBS

10.1 It is the desire and intent of the Employer to fill job vacancies from qualified applicants within the City before hiring new employees, provided the employees who apply meet the required qualifications for the particular job.

10.2 Vacant positions will be filled from employment lists established by Human Resources. Except, when an alternate procedure is allowed by City ordinance in the case of entry level positions and flexibly staffed positions.

10.3 A flexibly staffed position is one which may be filled at the entry (I) level by an employee who may be promoted to the full working (II) level on the basis of successful performance at the entry level.

10.4 Placement on an employee list will be on the basis of an examination of the candidates' qualifications. Employees shall be allowed paid time off from their work schedule to participate in interviews for in-house positions. When candidates are to be examined for placement on an employment list, the City will post a notice of the examination and accept applications for a minimum of five (5) working days. The five (5) working days will overlap two consecutive weeks. The notice of examination will be posted at least two (2) days of each consecutive week. For example, a notice posted on Wednesday will close on Tuesday of the following week.

10.4.1 The employment list will be effective for six (6) months. Such notices shall be posted at various City work sites. Employees may decline consideration for appointment to a vacant position and remain on the employment list in the same rank or position.

10.5 Vacant positions may be posted on a simultaneous or internal/external basis, based on the following guidelines:

10.5.1 All applications will be collected directly by the Human Resources Department. The Employer shall view internal applications prior to viewing external applications.

10.5.2 When the City receives three (3) or more internal applicants (per opening) who meet the qualifications and staffing needs based on the job announcement, the recruitment shall be restricted to internal candidates. In instances where there is more than one opening, there must be one additional internal candidate for each position (e.g., if two (2) positions there would need to be four (4) internal applicants; three (3) positions would equal five (5) internal applicants, etc.) to be restricted to internal candidates.

10.5.3 At any point in the process if the Employer determines that there are fewer than three (3) internal applicants per opening who meet the qualifications and staffing needs as stated on the job announcement, the Employer may consider both internal and external applicants in its selection process.

10.5.4 If the selection decision is between an internal candidate and an external candidate and the qualifications, knowledge, skills, abilities, and availability of the candidates are equal as determined by the selection process, preference shall be granted to the internal candidate. If the selection decision is between internal candidates and the qualifications, knowledge, skills, abilities, and past performance (the employee has no current written discipline (in the past six (6) months) and a satisfactory current evaluation (in the past twelve (12) months) are equal as determined by the selection process, City seniority shall prevail.

ARTICLE 11. WORK WEEK, HOURS OF WORK

11.1 Work Week. The work week is defined as the period between 12:00 a.m., Sunday through 11:59p.m. the following Saturday, unless otherwise determined for specific employees.

11.2 Work Schedule. The normal assigned work schedule shall be five (5) consecutive workdays of eight (8) consecutive hours, excluding lunch periods, followed by two (2) days of rest, not to exceed forty (40) hours of work in the work week. It is understood that the five (5) consecutive days does not imply a Monday through Friday schedule.

a. The Employer may utilize alternative work schedules including a 4/10 or a 9/80, details of which must be approved by the employee's supervisor.

b. With a 9/80 schedule, the one eight (8) hour workday must be split equally between the two (2) weeks of the pay period.

c. The ten (10) consecutive hours of work in the 4/10 schedule and the nine (9) or eight (8) consecutive hours of work in the 9/80 schedule exclude lunch periods.

d. Other work schedules may be determined by mutual agreement of the Union and the Employer.

11.3 Workday. Each employee's workday begins at the start of their shift and continues for twenty-four (24) hours or until the beginning of their next shift. For payroll purposes, all hours worked on a workday will be paid based on the start of the shift.

11.4 Work Shift. An employee's shift is defined as scheduled working hours within a workday.

11.4.1 Short term, temporary shift reassignments may be made when the Employer determines that an emergency exists. Under those circumstances, the Employer shall give the employee a minimum of four (4) hours' notice prior to the start of the new shift. If such notice is less than four (4) hours, the Employer shall pay the employee according to callback pay provisions of 12.4 of this Agreement.

Emergency. An emergency is defined as a natural event or unexpected circumstance, of a limited duration, which necessitates the Employer to change schedules on short notice to address essential operational or service needs on an immediate basis.

11.4.2 For the purposes of administering shift differential, shifts are defined as follows:

Day Shift: (second shift):	6:00 a.m. to 5:00 p.m.
Swing Shift (third shift):	3:00 p.m. to 12:00 a.m.
Graveyard Shift (first shift):	10:00 p.m. to 6:00 a.m.

Not all day, swing, or graveyard shifts will be within the specific shift start and end times noted above; however, if more than 50% of a shift is scheduled in either the swing or graveyard shift, it will be eligible for shift differential. Shift differential rates are detailed in Article 12.6 within this Agreement.

11.4.3 Regular assignments to openings on shifts and/or work schedules will be made based on Workgroup Seniority when the employee meets the qualifications of the new shift and/or work schedule and the Employer's work needs. A regular assignment is one with no end date or one which is expected to last over thirty (30) days. If the most senior employees decline, then the least senior qualified employee shall be assigned.

11.4.4 Departments within Police with varying shifts will conduct an annual shift bid in the month of October giving employees ten (10) business days to place their bid. The shift bid will be finalized by the 31st of this month. Shift bids can be placed in person or electronically and will be assigned by seniority.

11.5 Rest Periods. Each employee shall be given a twenty-minute (20) paid rest period in the first half of the working shift and a twenty-minute (20) paid rest period in the second half of the working shift, and an unpaid lunch period during the shift. Such periods begin when the employee leaves the work site and ends upon his return to the work site.

ARTICLE 12. RATES OF PAY

12.1 Wages. All bargaining unit employees wage rate shall be set forth in Appendix "A" to this Agreement. Salary adjustments shall be calculated from step 1 of range 1.

Effective upon ratification in 2025 salary schedules will be adjusted by three percent (3%).

Effective January 1, 2026 the 2025 salary schedules for covered classification wages shall be adjusted by three percent (3%).

12.1.1 Payroll Periods

The pay periods and pay dates will be as follows:

Pay Period	Pay Date
1st through 15th	25th
16th through end of month	10th

Employees will be paid a monthly salary which shall be split equally between the two (2) pay periods. Timesheets submitted in error will be corrected on the following paycheck.

12.2 Salary Step Plan. Newly Hired or Rehired Employees will move through the defined salary steps on an annual basis based on the date of hire or rehire.

12.2.1 Newly Hired or Rehired Employees. Employees will move through the defined salary steps on annual basis based on the adjusted salary review date. For example, if an employee is hired between the first (1^{st}) and the fifteenth (15^{th}) of the month, the pay adjustment would be on the first (1^{st}) day of the current month. If an employee is hired between the sixteenth (16^{th}) and the end of the month, the adjustment would be on the first (1^{st}) day of the following month.

12.2.2 Promoted Employees. At the time of promotion, employees will move to the first step in the range of the new class which results in an increase of at least 5%. Upon successful completion of a promotional probationary period, the employee's salary shall be increased to the next step of the new range on the adjusted salary review date and annually thereafter up to the top of the range. In no event shall a promoted employee's salary be less than the starting pay of the salary range for the new class, nor in excess of the highest step of the regular salary range for the new class.

12.2.3 Demoted Employees. Employees who voluntarily demote (defined as voluntarily applying for and accepting a position in a lower pay range) will be placed in the appropriate pay range for the new classification that results in the least amount of pay reduction, but not above the top of the new range. If an employee is not at the top step, their next step date will be one-year from the demotion date.

For example, an employee is currently at step 5 and is eligible for step 6 on November 1^{st}, but they voluntarily demote to a new position on August 1^{st}. Their next step date will be reset to one year later, August 1^{st}, and each August 1^{st}, thereafter until reaching the top step.

12.2.4 Laterally Transferred Employees. Employees who voluntarily take a lateral transfer (defined as voluntarily applying for and accepting a position in the same pay range) will remain at their same step. In an employee is not at the top step, they will retain their next step date.

For example, an employee is currently at step 3 and is eligible for step 4 on November 1^{st}, but they laterally transfer to a new position on August 1^{st}. They will continue to be eligible for their next step increase on November 1^{st}, and each November 1^{st}, thereafter until reaching the top step.

12.2.5 The hourly rate of the employee will be their monthly base rate multiplied by twelve (12) months and divided by 2,080 hours. This rate multiplied by eight (8) hours (or ten (10) hours, if applicable) will be the daily base rate; multiplied by forty (40) hours will be the weekly base rate; and multiplied by 173.3 hours will be the monthly base rate. For purposes of overtime calculations only, the employee's hourly base rate shall be calculated using all compensation required by FLSA.

12.3 Callback Pay

Employees who have completed their regular shift and are on the way home, or are at home, and who are required to work other than a continuation of their shift shall be paid at double their base rate of pay for hours worked. Any callback pay shall be for a minimum of two (2) hours, during which time the Employer may provide and require work of the employee called back. Callback commences when an employee receives a call requiring them to return to work, provided the employee leaves their location to respond within twenty (20) minutes of receiving the call.

Once callback has commenced, if a second call is received while the employee is responding to the initial call, the second call is a continuation of the first callback. It is not a separate callback instance. If, however, a subsequent call is received after the employee has left to return home, the employee is eligible for an additional minimum of two (2) hours of pay, during which time the Employer may provide and require work of the employee called back.

If an employee works more than two hours to resolve a call, callback ends when the employee reaches their car to return home. If the job is completed in less than two hours, the employee should record the actual time but will be paid the two (2) hour minimum.

12.4 Overtime and Callback Time

All scheduled overtime and/or callback time shall be offered based on a workgroup seniority, starting with the most senior qualified person. When the workgroup seniority list is exhausted, the Master Seniority list will then be used starting with the most senior qualified person. The most senior employees have the option as to placement on the call out list. Scheduled overtime may also be filled using employees from outside the Department as needed to meet staffing demands. Seniority for purposes of the workgroup overtime assignments is workgroup seniority and for all other situations is City seniority.

The requirement to offer overtime and/or callback time based on seniority does not apply to project specific overtime and/or callback where specific employee(s) are assigned to the project or work and their familiarity with the project is in the best interest of the public for providing efficient and effective service. In these instances overtime and/or callback time will be first offered to the employee(s) assigned to the project.

Unanticipated and unscheduled overtime which extends beyond the end of a shift for the crew working on a specific project will be offered first to the appropriate and qualified Union member(s) at the site working on the project at the end of the shift.

In workgroups that have an employee receiving standby pay per Article 12.4.2 in this Agreement, the initial call will go to the employee carrying the pager who will be responsible for the call. Callback pay shall be paid in accordance with Article 12.4 within this Article and overtime shall be paid in accordance with Article 12.5 within this Article.

Temporary or seasonal workers (as defined in Article 28 within this Agreement) will not be allowed to work scheduled overtime until regular full or part-time employees within that work unit have had the opportunity to work the overtime. The Employer will make a good faith effort to notify regular employees of overtime opportunities before such work is offered to temporary workers. This will not preclude temporary or seasonal workers from working overtime that extends beyond the end of their shift or emergency situations.

12.4.1 Telephone Calls at Home After Hours

Employees who are required by the Employer to answer work-related questions by telephone when they are not at work shall be paid for time actually spent on the telephone at the rate of one-and-one-half (1 ½) their normal base rate calculated to the nearest quarter hour, with a quarter (1/4) hour minimum.

12.4.2 Stand-by Pay

If the Employer requires an employee to carry a pager or cell phone in order to respond to off duty call-outs the employee carrying the pager or cell phone while off duty shall be compensated at a flat rate of two hundred ($200.00) dollars per week or forty dollars ($40.00) per day.

The employee on standby must be fit for duty and able to reach the assigned duty station in forty (40) minutes. This does not apply to the Operations' Technical Rescue Team which is covered by an existing Memorandum of Understanding.

Employees who are required to carry a pager or cell phone will be paid mileage at the IRS reimbursement rate for miles driven to and from calls unless a City take home vehicle is offered.

12.5 Overtime Compensation

The Employer will attempt to meet its overtime requirements on a voluntary basis among the employees and in the event there are insufficient volunteers to meet the requirements, the Employer may require the necessary employees to work.

12.5.1 Overtime compensation will start any time an employee is required to work beyond the end of their shift (typically eight (8) hours or ten (10) hours per shift) and will be compensated to the nearest quarter hour, at one and one-half (1 ½) times the regular rate of pay for the first eight (8) hours of overtime and thereafter at double time. Employees shall have the option to flex their schedules within the defined work week, without incurring overtime, as long as it is mutually agreed upon in advance.

12.5.2 Any employee required to work on their first day of rest, or their first and second day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at one and one-half (1 ½) times their regular rate of pay.

12.5.3 Any employee required to work on their second day of rest, or their third day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at two (2) times the regular rate of pay, unless the employee voluntarily chose this day of work, in which case the employee shall be compensated as outlined in 12.5.2 within this Article.

12.5.4 All overtime compensation shall be paid in compliance with the requirement of the Federal FLSA and applicable Washington State laws.

12.5.5 Employees may accrue compensatory time off in lieu of overtime compensation. The decision to grant compensatory time as an alternative to paid overtime shall be at the Employer's discretion. Compensatory time off shall be accumulated at the same rate as overtime compensation would have otherwise been paid (i.e., time and one-half (1 ½) generally, except for work in the employees' second day of rest, or third day of rest for employees with three (3) consecutive days of rest.)

The maximum accrual shall be the same as non-union employees but shall not drop below eighty (80) hours. Employees will be allowed to use accrued compensatory time off by mutual agreement with their supervisor and subject to any restrictions for use established under the Fair Labor Standards Act (FLSA).

12.6 Shift Differential Pay

Any employee whose regularly scheduled shift is the third shift (swing shift) as defined in Article 11.4.2 within this Agreement shall be paid a shift differential of one dollar and seventy-five cents ($1.75) per hour for hours worked; any employee whose regularly scheduled shift is the first shift (graveyard) as defined in Article 11.4.2 within this Agreement shall be paid a shift differential of two dollars ($2.00) per hour for hours worked. Requested assignments made to accommodate an employee's personal situation do not qualify for shift differential.

12.7 Working Out-of-Classification

12.7.1 An employee who is temporarily assigned by management, in writing, to perform the principle (of full range) of the duties and responsibilities of a higher level position, without significant supervision, shall be paid either at a rate five percent (5%) above their current rate of pay (not to exceed the top of the range of the out-of-class assignment), or at the entry rate of the higher job class, whichever is greater.

12.7.1.1 An employee must be assigned for a period of (3) three or more consecutive workdays to receive out-of-class pay. The out-of-class pay shall be paid beginning with the first hour. The same employee shall not be assigned to the higher-level duties for more than six (6) consecutive months unless specifically approved by the City Manager for extenuating circumstances. The Union will be given notice when management anticipates that an employee will be performing the principle duties of a higher classification for more than thirty (30) days.

12.7.2 The out of class rate of pay shall apply for that time actually worked in the higher class. Periods of paid leave during the out-of-class assignment shall be compensated at the employee's normal rate of pay. Following a paid leave, the out-of-class pay shall resume on the first day returned, provided that the leave is for not more than fifteen (15) consecutive working days and the employee returns to the out-of-class assignment on the first day returned.

12.7.3 A position may be career developed for up to a maximum of one (1) year.

12.8 Field Training Officer (FTO) Pay

Training for newly hired employee for Police Service Technicians will be assigned by a supervisor to qualified FTO. The FTO will be compensated an additional five percent (5%) of base pay for each hour directly training.

12.9 Market Study

During the life of this agreement, should the City perform a market study on wages, if any classification falls above or below ninety percent (90%) of the market rate, the parties agree to meet and bargain over the impacts of the study.

12.10 Interpreter Pay

Effective the pay period following the designation of qualified positions, the Employer agrees to provided additional compensation for employees who use a second language during the course of their job responsibilities. Employees who use a second language in conjunction with their normal job duties shall receive an additional pay premium of one dollar ($1.00) per hour for all hours worked. Fluency determination shall not be subject to the grievance procedure. All other details regarding program will be outlined in MOU between City and the Union.

ARTICLE 13. LEAVE BENEFITS

13.1 Paid Time Off (PTO). Employees shall accrue paid time off (PTO) in accordance with the schedule below, to be used for vacation, illness or personal business.

EMPLOYEE PAID TIME OFF (PTO) ACCRUAL SCHEDULE						
Based on an 8 hour day						
For employees hired on or after March 24, 2003						
During Year of Service	**Hours Per Month**	**Days Per Year**	**Maximum Payout at Separation Hours / Days**		**Maximum Accumulation Hours/Days**	
0-2	15	22.5	360	45	528	66
2+-5	18.34	27.5	440	55	608	76
5+-10	20.34	30.5	488	61	656	82
10+-15	22.34	33.5	536	67	704	88
15+-20	24.34	36.5	584	73	752	94
20+	26.34	39.5	632	79	800	100

13.1.1 Part-time employees assigned to a 0.50 – 0.99 FTE position will accrue PTO hours on a pro-rated basis to a pro-rated maximum.

Bereavement leave and military leave are separate categories as specified in 13.3 and 13.4 of this Article.

13.1.2 Employees may begin using accrued PTO hours as soon as the hours are earned in said bank. PTO hours accrued in a pay period cannot be used in the same pay period in which time is earned, i.e. PTO hours accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.

An employee shall be paid for all earned and accrued PTO hours, as outlined in Appendix B to this Agreement, at the employee's current rate of pay when they terminated employment. All leave time may be used in a minimum of thirty (30)-minute segments.

13.1.3 All requests for PTO must be requested in advance and approved by the supervisor.

PTO scheduling within the department, division or workgroup shall be based on City seniority. PTO scheduling may occur based on established guidelines within individual departments, divisions, or workgroups. These guidelines must be agreed to by the majority of the affected workgroup and approved by management.

If there are no existing PTO guidelines for a division, department or workgroup or the said group(s) do not agree to the established guidelines as outlined above, then this alternative must be used:

a. Allow for one or more rounds of PTO scheduling within a workgroup, which will be scheduled based on City seniority.

b. PTO shall be limited up to ten (10) working days, of which at least five (5) working days shall be contiguous for the first selection round.

c. After the round(s) of scheduling, additional PTO requests shall be submitted with at least five (5) working days advance notice, when possible. Those requests will be considered on a first come, first served basis. Once an employee's PTO has been scheduled and approved, more senior employees may not bump the PTO of less senior employees.

13.2 Paid Leave while on State and Federal Protected Leave

If an employee is on authorized leave which qualifies as protected under applicable State and Federal leave laws, the employee shall use existing grandfathered sick leave, compensatory time, and/or PTO with the choice of which category to draw on first at the employee's option, except when approved for Washington Paid Family and Medical Leave (PFML).

13.3 Bereavement Leave. A maximum of forty (40) hours (pro-rated based on FTE) of bereavement leave shall be allowed when there is a death in an employee's immediate family.

13.3.1 Immediate family is defined as spouse, domestic partner, child, mother, father, brother, sister or step family, aunt, uncle, niece or nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, and grandparents and grandchildren of the spouse or members of the employee's household. It is understood that the policy extends to similar members of a domestic partner's family as detailed above, so long as the employee has an active "Declaration of Domestic Partnership" on file in Human Resources prior to the death.

Bereavement leave in excess of the durations identified above may be charged to an employee's PTO account, if applicable under FMLA or as required by law, with the approval of the supervisor.

The City reserves the right to require documentation of the death and/or any other time taken related to a death.

If any employee is on an approved leave of absence at the time of a death, they will be eligible for bereavement benefits if they are receiving at least fifty (50%) percent of their normal semi-monthly compensation from the City. Otherwise, the employee is not eligible for bereavement leave benefits.

Any observed holiday occurring during the bereavement leave shall be paid as a holiday if eligible for holiday pay.

13.4 Military Leave. The Employer abides by the provisions of the laws of the State of Washington and the Federal USERRA laws which stipulates that employees who are members of the National Guard or Federal Reserve Military Units are entitled to be absent from their duties for a period of up to twenty-one (21) days with pay during each military calendar year (October 1 through September 30) while engaged in the performance of ordered military duty and while going to or from such duty.

13.5 Family Leave – FMLA. Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the state law, upon the completion of one (1) year of employment, any employee who has worked at least one-thousand two-hundred fifty (1,250) hours during the prior twelve (12) calendar months shall be entitled to up to twelve (12) weeks of leave in accordance with FMLA and based on a rolling twelve (12) month period for specified family and medical reasons as required by the FMLA.

13.6 Pregnancy/Childbirth Disability Leave. When required by Washington State law, the Employer will grant a leave of absence for the period of temporary disability because of pregnancy or childbirth.

13.7 High Intensity Leave. Due to the nature of the work, employees in the Vancouver Police Department's Police Records division, Evidence division, Police Service Technicians, and Parking Enforcement Officers will be provided up to 20 hours annual (pro-rated for those newly hired/promoted into positions throughout the year) to be used to support their mental health during their shift by giving additional time to break away from the work or seek out mental health support with their supervisor's approval. High intensity leave balances will not carry over from year to year or be paid out.

ARTICLE 14. HOLIDAYS

14.1 The following days are recognized as legal paid holidays for which time off is to be granted:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September

Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	Fourth Friday in November
Christmas Day	December 25

14.2 Any of the above holidays which fall on a calendar Saturday shall be celebrated on the previous Friday; any of the above holidays which fall on a calendar Sunday shall be celebrated on the following Monday. For those employees scheduled in a 24/7 unit, the holidays will be recognized on the actual legal holiday.

14.3 Any employee who works on a recognized holiday (whether it be their normally scheduled day, or because they are asked or required to work that day) will receive 8 hours of holiday pay (pro-rated for part-time) or by mutual agreement between the supervisor and employee, be allowed to bank those eight (8) hours of holiday pay provided the use will not create overtime, and will receive double-time (2x) for all hours worked on the recognized holiday.

14.4 Any employee who is on medically authorized leave when a holiday occurs will receive eight (8) hours of holiday pay (pro-rated for part time) and will not have their PTO leave accrual charged. Employee will be eligible for holiday benefits if they are receiving at least fifty (50%) percent of their normal semi-monthly compensation from the City. Otherwise, the employee is not eligible for holiday leave benefits.

14.5 Any employee who does not work on a recognized holiday (such as their work location is closed) will receive 8 hours of holiday pay (pro-rated for part-time)

14.6 Any employee for whom a holiday falls on their normal day off shall be granted eight (8) hours into a holiday bank (in lieu of receiving holiday pay) and may schedule the time off in the future on a day mutually agreed upon by the supervisor and the employee.

14.7 All accrued holiday bank time as of the end of the year shall be automatically paid out to the employee on the employee's January 10th paycheck.

ARTICLE 15. EMPLOYEE INSURANCE

15.1 Employees covered by this Agreement will be provided insurance benefits as follows:

15.2 Life Insurance. Each employee shall receive a life insurance policy in an amount equal to 100% of the employee's annual salary, rounded to the next higher multiple of $1,000 up to $100,000. In addition, employees shall have the option of choosing dependent and/or additional life insurance on a payroll deduction basis.

15.3 Long Term Disability. Regular full-time and half-time bargaining unit employees will be covered by a City-paid group long-term disability insurance policy.

15.4 Health Insurance. During the term of this agreement, Western States Health & Welfare Trust Fund of OPEIU will provide medical, dental and vision benefits to employees and their dependents. All health insurance decisions, including, but not limited to, the level of coverage, who qualifies for coverage, and the amount to be paid by employee's, their spouses, qualified domestic partners, and dependents, will be made by the Trustees of the Trust. It is agreed that the City is not taking any claims risk, and the sole responsibility of the City is to pay the agreed-upon Trust contributions. All decisions related to the medical, vision and dental benefits for Trust participants and their beneficiaries will be made by the Trustees of the Trust. The parties recognize the Trust will incur administrative expenses, related to providing such coverage and the Trust Agreement allows the Trust assets to be used for such purposes. The Trust will contract with a licensed third-party administrator ("TPA"), as may be needed to administer the Trust.

15.4.1 Health Insurance Eligibility

15.4.1.1 Eligible employee's coverage under the Trust will begin on the first day of the month following their date of hire into a position covered by OPEIU Local 11.

15.4.1.2 Employees who have other group health coverage may 'opt-out' of the Trust's coverage and be eligible for a taxable cash payment directly from the City. The Trust/TPA will be responsible for administration and will notify the City within fourteen (14) days of an employee's written opt-out. The 'opt-out' payment will be half the cost of an employee only on the City's lowest non-CDHP plan paid per month and will be pro-rated for part-time employees based on their FTE. Any part-time employee as of 12-31-2016 will be grandfathered at the full-time employee rate. This grandfathering will end at such a time as the part-time employee moves into any other City position.

15.4.2 Trust Contributions.

15.4.2.1 Contributions are to be made to the Trust by the 10th day of the month for each bargaining unit employee who is enrolled for coverage as of the first of that month.

All payments shall be used for the provision of health care benefits and other benefits that are permitted under the rules and regulations of the Internal Revenue Service adopted pursuant to Code Section 501 (c)(9).

15.4.2.2 Beginning upon ratification and for the term of the contract, the City contribution for each covered employee per month will be $1,699.76. No later than November 1 of each year based on OPEIU current medical census data, the City will calculate on the basis of the exact same amount the City would pay for health care coverage for unit employees, their spouses, qualified domestic partners, and dependents (excluding amounts paid by employees) a composite rate for OPEIU members. If the calculated composite rate exceeds the Trust contribution from the prior year, the City will make an adjustment to its contribution to the Trust equal to the City's calculated composite rate, not to exceed an annual increase of more than 5 percent.

The City's contribution will remain at the calculated 2026 rate, with no annual adjustment applied, in the event a successor agreement is not reached prior to January 1, 2027. The City will continue to contribute the calculated 2026 rate, with no annual adjustment applied until a successor agreement is reached.

If the Employer contribution is less than the Trust's premium, it shall be the obligation of the employees covered by this Agreement to contribute the difference.

15.5 All employee premiums will be paid using pre-tax dollars under the City's flexible benefits plan unless an employee elects to waive payment through the flexible benefits plan.

15.6 Employees will have the option of participating in Flexible Spending Accounts (FSAs) for reimbursable medical costs and/or for dependent care costs.

15.7 The medical, dental and vision insurance premiums as detailed in Section 15.4 within this Article for regular part time employees shall be paid by the Employer at a pro-rated amount based on the employee's budgeted FTE (full-time equivalent). Any part-time employee as of 12-31-2016 will be grandfathered at the full-time employee rate (including increases and/or decreases in future years). This grandfathering will end at such time as the part-time employee moves into any other City position. If any part-time employee is opting out of insurance as of 12-31-2016 and wishes to opt back into the insurance at a later date, they will not be grandfathered and will pay the then current full pro-rated amount based on their FTE.

15.8 Legal. In the event the Trust has insufficient assets to perform its obligations, under this Agreement, the Union will defend, indemnify and hold harmless the City from any and all liability that relates in any way to the operation of the Trust.

The Union will provide the City with sufficient information to meet its bargaining obligation consistent with RCW 41.56, concerning the ongoing operation of the Trust.

ARTICLE 16. MEDICAL EXAMINATION

The parties recognize that employees have a responsibility to report for work fit for duty.

16.1 To ensure physical and mental fitness, the employee may be required to provide to the Employer a fully completed certification from a medical and/or psychological provider on a City provided form of the employee's fitness to perform the specific duties of their job or light duty alternative before returning to work.

16.2 The Employer also has the right to send employees for medical and/or psychological examinations at the City's expense for additional certification of fitness for duty whenever the

Employer reasonably believes that the employee is not fit for duty or may be a danger to themself or others.

16.3 The City shall comply with all applicable confidentiality laws associated with any employee medical information.

ARTICLE 17. RETIREMENT PLAN

17.1 All eligible employees and the Employer shall participate in the Washington Public Employees Retirement System (PERS) to the extent provided for by Washington State law.

17.2 Employees shall have the option of investing in the City's Deferred Compensation Plan.

ARTICLE 18 TRAINING PROGRAM

18.1 Training shall be scheduled by the Employer. Time spent in training shall be paid in compliance with the requirements of the Federal FLSA and applicable Washington State law.

If the employee receives notification of essential certification requirements from the certifying agency, the employee has a responsibility to inform the Employer in a timely manner. City required safety and health trainings are not covered by this employee notification requirement.

18.2 Every effort will be made to schedule required training during on-duty time. Personnel may be scheduled and required to attend training outside of their normal shift.

18.3 Employees who desire tuition aid for specialized individual training or academic training may submit their request in accordance with City of Vancouver Policies and Procedures.

18.4 Any employee required to possess a certification for their position shall obtain such certification within the timeline established by the job announcement and/or offer letter, and shall maintain such certification during their tenure in such position. Failure to either obtain or maintain required certification(s) may be grounds for actions pursuant to Article 23, Employee Discipline and Termination, of this contract if the Employer has fulfilled its responsibility in accordance with subsections 18.1 and 18.2.

ARTICLE 19. CLOTHING AND SAFETY EQUIPMENT

19.1 The Employer shall purchase and replace such clothing, uniforms, and other equipment as designated by the department head, and shall make all necessary replacements as the need arises. All uniforms or equipment being replaced shall be returned to the Employer at the time of replacement.

19.2 Employees agree to maintain all clothing and equipment in good condition and not subject it to abuse beyond the regular call of duty.

ARTICLE 20. DRIVER'S LICENSES

20.1 For those employees who must drive vehicles to carry out their job as determined by the Employer, if any employee has their driver's license revoked or suspended for one-hundred twenty (120) days or less, then the Employer will make a reasonable effort to reassign the employee to jobs not requiring driving. If such reassignment is not practical, the employee shall be suspended without pay. The employee may elect to take other appropriate available leave (accrued PTO or compensatory time) in lieu of suspension without pay. If the employee's driver's license is revoked or suspended for more than one-hundred twenty (120) days, then the Employer shall make a reasonable effort to reassign the employee. If such reassignment is not practical, the employee shall be immediately discharged.

20.1.1 If an employee has been discharged from employment with the City for the loss of their required driver's license and is actively appealing the basis for the loss through the justice system, the City will consider the employee eligible for appointment to the next available position for which they are qualified if their appeal is successful and their required driver's license is reinstated within one year from the date of loss. An employee receiving an appointment to a position will return with the seniority and accrual rates that they had at the time they were discharged. Only employees who fit this specific criterion will be given this consideration.

20.2 Notwithstanding the provision of Section 20.1 above, the Employer retains the right to pursue actions under Article 23 within this Agreement for inappropriate workplace behavior which results in an employee's driver's license being revoked or suspended.

20.2.1 If an employee in a job which requires a driver's license has their license revoked or suspended for medical reasons, the Employer will make a reasonable effort to reassign the employee to duties which do not require a driver's license and for which the employee is qualified. The Employer will not create work or a position to accommodate the employee. If the Employer is not able to find existing work to which the employee can be assigned, then the employee may be separated from employment in accordance with public laws, this contract and City policies.

ARTICLE 21. MILEAGE REIMBURSEMENT

21.1 Mileage Reimbursement. Some jobs may require the use of an individual employee's automobile. In the event this is required by the Employer, it will pay the employee a mileage reimbursement at the rate established by the Internal Revenue Service.

21.2 Parking Rates. City employees who work in the downtown area pay for parking in City-owned or -operated lots or on permitted street spaces. The rates below are applicable to those employees who currently work downtown or who will work downtown in the future.

21.2.1 City-Owned or -Operated Lot Rates and On-Street Parking. With respect to all parking options, city employees will be expected to pay the prevailing parking rates. Those employees required to report to City Hall to work 40 hours per week will pay fifty percent (50%) of the prevailing parking rates in the City-owned lot located adjacent to City Hall until lot is closed to employee parking.

21.2.2 Payment of Parking Fees. City work locations in the downtown area require employees to pay for parking should they want to park in a City owned or operated lot or in a permitted on-street parking space. Employees not currently paying parking fees because of their work location or commuting choice are subject to paying fees if their work location or commuting choice changes to one where parking fees are in effect. Conversely, employees who currently work in the downtown area and pay for parking will not be subject to that requirement should they relocate to an area where parking fees are not charged.

ARTICLE 22. GRIEVANCE PROCEDURE

22.1 Definition. For purposes of this Agreement, the term “grievance” means any dispute between the Employer and the Union or an employee concerning the application or interpretation of the terms of this Agreement. If the grievance involves a disciplinary matter, either the employee or the immediate supervisor may waive Step 1 of the grievance procedure under Section 22.2 within this Article.

22.2 Procedure. Notwithstanding the grievance procedure listed below, the Employer and Union agree that it is in their mutual best interest to resolve disputes as early and informally as possible. Employees are encouraged but not required to first meet with their immediate supervisor. Every effort shall be made by both parties to reach an agreeable resolution promptly at each step of the grievance procedure.

Should there be a grievance, it shall be processed in accordance with the following steps:

Step 1. A grievance shall first be presented in writing to the Supervisor in charge of the work being carried on by the aggrieved employee within ten (10) working days from the date the employee had knowledge or should have had knowledge of the alleged breach or violation of this Agreement.

The written grievance shall:

1. Set forth the section(s) of the Agreement allegedly violated and state the nature of the violation.

2. Indicate the date(s) of the incident(s) grieved.

3. Specify the remedy or solution to the grievance sought by the Union and/or employee(s).

4. Identify the grievant(s) and be signed by the grievant(s).

The employee and the Steward or Union Representative shall meet with the immediate supervisor within ten (10) working days of the supervisor's receipt of the grievance.

Within ten (10) working days after the date of the Step 1 meeting, the supervisor shall mail, email or hand deliver a copy of their decision to the aggrieved employee(s), the employee's manager and the Union.

Step 2. Should the grievance remain unresolved, the Union shall, within ten (10) working days of the mailing, emailing or hand delivery of the Step 1 response, deliver an appeal of the Step 1 decision in writing to the immediate supervisor's manager.

The immediate supervisor's manager and supervisor shall convene a meeting with the aggrieved employee(s) and the Steward and/or Union Representative within ten (10) working days of the receipt of the Step 1 appeal. The immediate supervisor's manager shall make a decision on the matter within ten (10) working days of the Step 2 meeting. Copies of the written decision shall be mailed, emailed or hand delivered to the aggrieved employee(s), the Union and the Department Head.

Step 3. If the grievance remains unsolved after the decision has been rendered in Step 2, the Union shall, in writing, deliver an appeal of the Step 2 decision to the Department Head within ten (10) working days after mailing, emailing or hand delivery of the decision reached in Step 2. The Department Head and manager shall convene a meeting of the aggrieved employee and the Steward and/or Union Representative within ten (10) working days of receipt of the written grievance and shall render their decision within ten (10) working days of such meeting. Copies of the written decision shall be mailed, emailed or hand-delivered to the aggrieved employee, the Union and the City Manager.

Step 4. If the grievance remains unresolved after the decision has been rendered in Step 3, the Union Representative shall, in writing, deliver an appeal of the Step 3 decision to the City Manager or their designated representative, with a copy to the department head, within ten (10) working days after mailing, emailing or hand delivery of the decision reached in Step 3. The City Manager or their designee shall convene a meeting of the aggrieved, the Union Representative, the department head, and other directly involved individuals as determined by the parties to be appropriate, within ten (10) working days of receipt of the written grievance and shall render their decision within ten (10) working days of such meeting. Copies of the written decision shall be mailed, emailed or hand-delivered to the aggrieved employee(s), the Union and the department head.

22.2.1 The Union Representative will attempt to explain to management why the grievance is still unresolved as it moves up the steps toward arbitration, but the explanation will not have merit as to the step advancement.

22.3 Arbitration. If the grievance remains unresolved after a decision is rendered in Step 4 above, it may be submitted by the Union to a mutually acceptable arbitrator as hereinafter provided. If the Union wishes to proceed to arbitration, such notice must be provided by the

Union to the City Manager within fifteen (15) working days following the Union's receipt of the City Manager's decision as outlined in Step 4.

22.3.1 Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance will be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance. Within fourteen (14) calendar days following the receipt of an arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the process described below to select an arbitrator to rule on the merits of the grievance.

22.3.2 Should the grievance be submitted to arbitration; the parties shall mutually select a disinterested third party to serve as arbitrator. In the event the Employer and the Union are unable to agree on an arbitrator, the arbitrator shall be selected by the process of alternately striking from a panel of seven (7) arbitrators from the Pacific Northwest region as furnished by the Federal Mediation and Conciliation Service (FMCS) or other mutually agreed to similar organization. The Union shall strike the first name. The request for an arbitrator shall state the general nature of the issue. The City and the Union will jointly share the fee for selection and services of an arbitrator. Each party shall pay the fees and expenses of their own attorneys, representatives and witnesses.

22.3.3 The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and/or the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of this Agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of this Agreement.

22.3.4 A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties.

22.4 Group Grievances. A grievance that involves or affects a significant portion of the employees in the bargaining unit may be introduced by the Union in written form to the department head as set forth in Step 3 of the grievance procedure, and proceed as set forth from that point.

22.5 Time Restriction. If the grievance is not advanced in accordance with the time limits set forth within the procedure, the grievance shall be considered non-submitted or resolved on the basis of the Employer's last response. A grievance not responded to by the Employer within the prescribed time limits shall be granted, provided that the remedy sought conforms to the provisions of this Agreement and applicable laws. The parties may mutually agree in writing to extend the time limits for filing a grievance, advancing, or responding to a given step for a specified period of time. All references to days in this Article shall mean "working days" as in a typical work week of Monday through Friday.

ARTICLE 23. EMPLOYEE DISCIPLINE AND TERMINATION

23.1 The Employer may discipline or terminate any newly hired or rehired employee at any time during the initial probationary period, with or without cause, and such discipline or termination shall not be subject to the grievance procedure as outlined in Article 22 within this Agreement.

23.2 The Employer may, in good faith for just cause, take disciplinary action by written reprimand, suspension, transfer, delay of step increase, demotion or termination. The degree of discipline administered shall depend on the severity of the infraction.

23.3 The Employer shall not take any disciplinary action as defined in this section without giving the employee the right to have a Union representative present. If an employee(s) is requested to attend any meeting for the purpose of investigation, where such investigation may lead to discipline or termination of that employee, that employee(s) will be informed of their right to have Union representation present before such meeting is to take place. The employee shall be provided a letter setting forth the reason(s) for such action at the time such action is taken or shortly thereafter.

23.4 Employees shall be given the opportunity to read and answer all disciplinary letters before placement of such material into their personnel file and will be requested to sign such letters. Signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather an indication that the employee has seen and comprehends the gravity of the disciplinary action.

23.5 Copies of written reprimands and other disciplinary letters will be provided to the Union. After six (6) months, copies of written reprimands will be used only to indicate trends of behavior which may lead to discipline and/or termination of employment.

23.6 The Employer shall not utilize formal written peer performance evaluations for the purpose of discussing or imposing disciplinary actions.

ARTICLE 24. PERFORMANCE EVALUATIONS

24.1 Each employee's job performance shall be reviewed and evaluated at least annually.

24.2 Performance evaluations are not disciplinary and are not subject to the grievance procedure.

24.3 An employee may append their written comments to the performance evaluation report. Employee comments must be attached and submitted with the signed performance evaluation to Human Resources.

ARTICLE 25. LAYOFF, ALTERNATIVES TO LAYOFF AND RECALL

25.1 Layoff. Layoffs or reductions in full time equivalent (FTE) positions (including transfers for this purpose and reduction in hours) may be undertaken by the City due to budgetary reductions, organizational restructuring, lack of work, reduction or elimination of funds, material changes in duties or organization, reduction-in-force or workload, or in the interests of economy or efficiency.

25.2 Alternatives to Layoff. The City will attempt to avoid layoffs and whenever possible to consider alternatives to layoffs before final decisions are made.

At the discretion of the City, these considerations may include:

a. Termination of temporary, seasonal, newly hired probationary employees and part-time employees in the job classification, work group, division or program areas being reduced.

b. Transfer or voluntary demotion to a vacant, available position. An employee may be eligible for a transfer provided that they meet the qualifications for the job. If more than one employee is eligible for transfer or demotion, it shall be based on seniority in accordance with Article 9.2 within the Agreement.

c. Temporary reduction of work hours including reduced work weeks and furloughs.

25.2.1 Definitions of Alternative to Layoff

a. Transfer. (moves laterally) – The movement from one position within a job classification to another position within the same classification or from one position to a position with a different classification in the same pay range. A transferred employee would be placed at the same step in the same range as the position that they transferred from and may serve a probationary period. Terms and conditions are provided of transfers are provided in Articles 8.3 and 9.5 within this Agreement.

b. Voluntary Demotion. The movement from a higher paid job classification to a lower paid job classification. An employee accepting a demotion may serve a probationary period and would be placed at the top step of the lower job classification range or the step in the job classification range that provides the least amount of decrease in pay. Terms and conditions of demotions are provided in Articles 8.2 and 9.5 within this Agreement.

25.3 Layoff Process. Generally, after the City has identified the department, division, program area, workgroup, or job classification being reduced, layoffs will be made as follows:

a. Temporary, seasonal, newly hired probationary employees and part-time employees shall be laid-off prior to regular status, full-time employees.

b. The order in which employees will be laid off shall be determined based on seniority in accordance with Article 9.2 within the Agreement

c. Any exception to this will be mutually agreed to by the Union and the City.

25.4 Bumping Rights. When an employee is identified for a layoff or reduction-in-force, they shall be permitted based on bargaining unit seniority to move into a job or classification which they currently hold or have previously held, provided that the employee meets the qualifications for the job.

In doing so, they may "bump" only into the position held by the least senior employee in that job or classification, not any less senior employee within the bargaining unit. For purposes of bumping, seniority is based on time spent within the bargaining unit. Bumping may only occur within the same bargaining unit.

25.4.1 The rules for layoff and bumping for Support Specialists are outlined in Appendix "C" to this Agreement.

25.4.2 The rules for layoff and bumping for Engineering Technicians are outlined in Appendix "D" to this Agreement.

25.4.3 Layoff and bumping for a Civil Service position shall be based upon seniority within a civil service position. For purposes of layoff and bumping, a non-civil service employee cannot bump into a civil service position unless an employee meets minimum qualifications for the position and been certified into civil service.

25.5 Notice to Union. Representatives of the City and the Union shall meet within fifteen (15) working days after the City has officially determined that a layoff or reduction-in-FTE will affect any Union member. At this meeting, the City shall inform the Union of the details of the layoff and provide a current seniority list as well as any other relevant information.

25.6 Notice to Employees. Each employee to be laid off shall be given at least thirty (30) calendar days' notice of layoff, with a copy to the Union. Employees who remain may be assigned to the additional duties of those lower classified positions that were laid off. Such a situation will not result in a decrease in pay or downward reclassification.

25.6.1 Once the City has notified the affected employee of layoff and there is an available vacant position or a position for the employee to bump into, if any, they must notify Human Resources in writing of their intent to accept a vacant position or exercise bumping rights within ten (10) working days of the initial layoff notice. If notification is not received within the allotted time, rights to vacant positions or to bump shall be waived by the employee. The employee will subsequently be placed on the reinstatement list.

25.7 Probation Period. An employee who has transferred or voluntarily demoted as an alternative to layoff pursuant to 25.2(b) within this Article or has bumped into a new position as an alternative to layoff pursuant to 25.4 with this Article may serve a six (6) month probationary period. An employee who fails to perform the functions of the new position during probation will be laid off and will be placed on the recall list. Such employees will only be eligible for recall to the position from which they were laid off. Failure to pass probation for reasons other than performing the functions of the new position may result in termination in accordance with Article 23 within this Agreement.

25.8 Recall. Employees who have been laid off, transferred or voluntarily demoted as an alternative to layoff, are eligible for recall for a period of thirty-six (36) months following the date of layoff or reduction in FTE.

25.8.1 The names of persons laid off will be placed on a recall list. When a vacancy occurs in the same job classification for which there exists a recall list, the City will fill the vacancy using that list with the understanding that employees must meet the required minimum qualifications for the position to which they would be recalled into. If there is more than one employee on the recall list eligible for a vacancy in a particular job class, the City will use bargaining unit seniority as defined in 9.2 within this Article to determine who shall be offered recall. Recall notices will be sent by certified mail to the last address reflected in the employee's official personnel file.

25.8.2 When an employee is recalled within thirty-six (36) months to the job or classification, from which they were laid off, they will be placed into the same step occupied at the time of the layoff and will not serve an additional probationary period. Recalled employees will have their accrual rates restored to the same accrual rate as of the date of the layoff.

25.8.3 Reinstatement. Employees in a recall status may also apply and be considered for job openings outside their job classification prior to or after layoff. Any employee who is offered a job other than the position from which they were laid off within thirty-six (36) months of their layoff will be treated as a new employee and will serve a new probationary period.

Employees will also be placed into the salary schedule for the new position consistent with the applicable salary schedule or guidelines. Reinstated employees will have their accrual rates restored to the same accrual rate as of the date of layoff.

25.8.4 Once an employee on the recall list is offered recall, the employee must respond in writing to the City within fourteen (14) calendar days of the date of the notice, unless extended by mutual consent. The employee shall be responsible for notifying the Human Resources Department of any change in their address or telephone number while on layoff status.

25.8.5 Benefit accrual and service credit will be discontinued while in layoff status of thirty (30) or more days. However, upon recall or reinstatement, an employee's previous hire date will be maintained, but the employee's service date and seniority dates will be adjusted to deduct the time spent in a layoff status.

25.9 Eligibility for recall/reinstatement ends if:

25.9.1 An employee refuses to accept an offer of recall to a position in the same classification as that from which they were laid off.

25.9.2 An employee fails to respond to an offer of recall within fourteen (14) calendar days following the date the offer is mailed.

25.9.3 The employee requests in writing to be removed from the recall list.

25.9.4 The employee resigns or retires.

25.10 Disputes regarding movement and/or reassignment under this Article may not be advanced beyond step 3 of the grievance procedure in Article 22 within this Agreement.

ARTICLE 26. CONTRACTING OUT/OUT-SOURCING

26.1 Should the City contract out or out-source work, which is currently being performed by Union employees, the City shall inform the Union and shall meet with the Union to impact bargain.

ARTICLE 27. VOLUNTEERS

27.1 The parties agree that the City of Vancouver may establish and fill volunteer (unpaid) positions so long as such positions do not result in the:

a. layoff of regular staff, and/or

b. non-reinstatement of regular staff.

27.2 The duties of volunteers shall be determined by the City of Vancouver. Duties performed on a regular basis by OPEIU members will not be performed by volunteers without written agreement by the Union. A description of duties performed by volunteers shall be available for review by the Union Representative.

27.3 No positions within the bargaining unit will be reduced and/or eliminated because of creating or filling volunteer positions. The City will not utilize volunteers in lieu of filling vacancies.

ARTICLE 28. TEMPORARY OR SEASONAL WORKERS

28.1 “Temporary or seasonal worker” for purposes of this contract shall mean one who is hired to work not more than 1,040 hours in any one specific classification in one specific department in any twelve (12) consecutive month period. Exceptions to this policy shall be mutually agreed upon by the Employer and the Union. The Employer will not rotate temporaries through the same position.

28.2 The intended use of temporary or seasonal workers by the Employer is to cover seasonal workloads and to fill unexpected vacancies created by a sudden increased workload, termination or disabilities of regular full-time employees. It is acknowledged that there will be exceptions to this policy. Exceptions to this policy shall be mutually agreed upon by the Employer and the Union.

28.3 The Employer will make all records of temporary or seasonal workers, the date they started, and total hours worked, available to the Union upon request.

ARTICLE 29. CONFLICT OF CONTRACT AND CITY EMPLOYMENT POLICIES

29.1 It is agreed that the intention of the parties to this Agreement is that this Agreement and all working agreements shall be consistent with the City employment policies and that where it is found that the provisions of such an agreement are in conflict with the City employment policies that the language of the agreement shall control.

29.2 Employees represented by this contract will be under the City’s Employment Policy Manual. It is the intent that departmental rules shall be superseded by the City’s Employment Policy Manual. If a situation occurs in which there is a difference between City rules/policies, and those of the department, Human Resources will meet with the Union and the affected department to reach a mutually agreeable solution.

ARTICLE 30. SEPARABILITY CLAUSE

30.1 If an article of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

ARTICLE 31. LABOR MANAGEMENT COMMITTEE

31.1 The Employer and the Unions have established a labor-management committee which will meet on a regular basis. The committee shall include up to four (4) bargaining unit members, one (1) Union Staff Representative or Business Agent from each Union and not more than ten (10) management representatives. Topics for the agenda will be shared at least one (1) week before the meeting. Issues not covered by the contract, clarification of contract issues, various surveys and committee work related to mandatory bargaining subjects, and City employment policies shall be regular agenda items for this committee. In the Event that other

Union(s) end their participation in the labor management committee, OPEIU Local 11's commitment to the labor management committee process will remain unaffected.

ARTICLE 32. CONTRACT AMENDMENTS

32.1 The parties agree that this Agreement may be amended in writing as agreed to by both parties without action of their respective legislative bodies, unless otherwise specified herein, including but not limited to amendment by Memorandum of Understanding or Memorandum of Agreement.

ARTICLE 33. TERMINATION AND RENEWAL

33.1 This Agreement and all attachments hereto shall be in full force and effect from date of ratification through December 31, 2026, and shall continue in effect if renewed or extended by mutual agreement.

33.2 Not less than one hundred twenty (120) days prior to the end of the contract, either party may notify the other in writing of its desire to terminate or modify the Agreement.

33.3 Not later than September 15, 2026 the parties shall meet to negotiate a successor Agreement and meeting dates shall be scheduled by mutual agreement.

Dated this ______________ day of _________________, 2025.

THE CITY OF VANCOUVER, WASHINGTON	**OFFICE & PROFESSIONAL EMPLOYEES LOCAL 11**
____________________________ Lon Pluckhahn, City Manager	____________________________ Howard Bell, Executive Secretary Treasurer
____________________________ Antoinette Gasbarre HR Director	____________________________ Cheyenne Russell, Union Representative
	____________________________ Dan Mattson, Union Steward
	____________________________ Carie Wright, Union Steward
	____________________________ Angela Williams, Union Steward

OG/cw
opeiu11/afl-cio

Approved as to form:

____
Nena Cook, City Attorney

Attest:

____
Natasha Ramras, City Clerk

APPENDIX A – CLASSIFICATION AND RATES OF PAY

Salary Schedule adjusted by 3% effective upon ratification 2025

OPEIU 2025 Salary Ranges									
January 1, 2025 through December 31, 2025									
Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1		$ 3,497	$ 3,619	$ 3,745	$ 3,877	$ 4,013	$ 4,154	$ 4,297	$ 4,471
2		$ 3,584	$ 3,708	$ 3,839	$ 3,975	$ 4,114	$ 4,258	$ 4,406	$ 4,582
3		$ 3,673	$ 3,803	$ 3,935	$ 4,073	$ 4,216	$ 4,365	$ 4,517	$ 4,698
4		$ 3,767	$ 3,899	$ 4,035	$ 4,175	$ 4,321	$ 4,472	$ 4,628	$ 4,813
5	Support Specialist 2 - O *	$ 3,859	$ 3,993	$ 4,134	$ 4,280	$ 4,429	$ 4,584	$ 4,743	$ 4,934
6		$ 3,957	$ 4,095	$ 4,237	$ 4,388	$ 4,541	$ 4,701	$ 4,865	$ 5,059
7	Facilities Assistant (WREC) Utility Clerk	$ 4,055	$ 4,197	$ 4,345	$ 4,496	$ 4,653	$ 4,816	$ 4,985	$ 5,184
8		$ 4,157	$ 4,301	$ 4,453	$ 4,608	$ 4,769	$ 4,937	$ 5,110	$ 5,314
9	Parking Enforcement Officer Parking Officer	$ 4,261	$ 4,409	$ 4,563	$ 4,725	$ 4,890	$ 5,061	$ 5,234	$ 5,447
10	Customer Service Representative * Material Control Coordinator * Parking Maintenance Worker	$ 4,367	$ 4,520	$ 4,678	$ 4,842	$ 5,012	$ 5,186	$ 5,367	$ 5,582
11		$ 4,475	$ 4,633	$ 4,795	$ 4,963	$ 5,138	$ 5,318	$ 5,504	$ 5,723
12	Permit Specialist Support Specialist 3 - O *	$ 4,587	$ 4,747	$ 4,915	$ 5,088	$ 5,266	$ 5,449	$ 5,641	$ 5,866
13	Police Records Specialist Level I	$ 4,704	$ 4,868	$ 5,038	$ 5,214	$ 5,397	$ 5,586	$ 5,780	$ 6,010
14	Utility Billing Clerk Utility Billing Clerk, Field	$ 4,820	$ 4,988	$ 5,163	$ 5,346	$ 5,532	$ 5,726	$ 5,926	$ 6,162
15	Facilities Assistant (Recreation)	$ 4,940	$ 5,114	$ 5,293	$ 5,479	$ 5,671	$ 5,868	$ 6,073	$ 6,315
16	Police Records Specialist Level II Police Service Technician Senior Customer Service Representative * Survey Technician	$ 5,065	$ 5,243	$ 5,426	$ 5,616	$ 5,811	$ 6,013	$ 6,227	$ 6,475
17	Lead Accounting Clerk Senior Utility Billing Clerk, Field Property/Evidence Technician Senior Utility Billing Clerk	$ 5,190	$ 5,375	$ 5,562	$ 5,756	$ 5,955	$ 6,165	$ 6,379	$ 6,636
18	Payroll Analyst * Police Records Specialist Level III	$ 5,321	$ 5,507	$ 5,699	$ 5,899	$ 6,106	$ 6,317	$ 6,541	$ 6,802

Public Records Officer Records Specialist Senior Accounting Clerk Senior Permit Specialist								
19 Apprentice Construction Inspector	$ 5,455	$ 5,644	$ 5,842	$ 6,047	$ 6,257	$ 6,478	$ 6,704	$ 6,970
20	$ 5,591	$ 5,787	$ 5,988	$ 6,194	$ 6,416	$ 6,638	$ 6,872	$ 7,146
21 Special Events Permitting Manager	$ 5,732	$ 5,930	$ 6,136	$ 6,353	$ 6,573	$ 6,804	$ 7,044	$ 7,325
22	$ 5,872	$ 6,077	$ 6,292	$ 6,512	$ 6,740	$ 6,978	$ 7,220	$ 7,508
23 Engineering Technician Lead Permit Specialist	$ 6,019	$ 6,232	$ 6,447	$ 6,674	$ 6,907	$ 7,148	$ 7,400	$ 7,695
24	$ 6,172	$ 6,385	$ 6,608	$ 6,840	$ 7,080	$ 7,327	$ 7,584	$ 7,889
25	$ 6,323	$ 6,546	$ 6,775	$ 7,012	$ 7,256	$ 7,513	$ 7,774	$ 8,087
26 Surveyor	$ 6,484	$ 6,711	$ 6,943	$ 7,187	$ 7,440	$ 7,700	$ 7,969	$ 8,289
27 Construction Inspector Senior Engineering Technician	$ 6,646	$ 6,878	$ 7,119	$ 7,369	$ 7,625	$ 7,892	$ 8,169	$ 8,495
28	$ 6,810	$ 7,048	$ 7,295	$ 7,552	$ 7,818	$ 8,089	$ 8,374	$ 8,708
29 Senior Construction Inspector	$ 6,982	$ 7,224	$ 7,477	$ 7,740	$ 8,012	$ 8,292	$ 8,582	$ 8,925
30 Crime Analyst Engineering Specialist Senior Surveyor	$ 7,157	$ 7,408	$ 7,665	$ 7,933	$ 8,211	$ 8,499	$ 8,795	$ 9,147
31 Construction Inspection Specialist	$ 7,336	$ 7,593	$ 7,857	$ 8,131	$ 8,416	$ 8,711	$ 9,015	$ 9,376
32	$ 7,519	$ 7,783	$ 8,053	$ 8,334	$ 8,626	$ 8,929	$ 9,240	$ 9,610
33	$ 7,707	$ 7,978	$ 8,254	$ 8,542	$ 8,842	$ 9,152	$ 9,471	$ 9,850
34 Survey Specialist	$ 7,900	$ 8,177	$ 8,460	$ 8,756	$ 9,063	$ 9,381	$ 9,708	$10,096

Salary Schedule adjusted by 3% effective 2026

OPEIU 2026 Salary Ranges									
January 1, 2026 through December 31, 2026									
Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	Mailroom Clerk	$ 3,602	$ 3,728	$ 3,857	$ 3,993	$ 4,133	$ 4,279	$ 4,426	$ 4,605
2		$ 3,692	$ 3,819	$ 3,954	$ 4,094	$ 4,237	$ 4,386	$ 4,538	$ 4,719
3	-	$ 3,783	$ 3,917	$ 4,053	$ 4,195	$ 4,342	$ 4,496	$ 4,653	$ 4,839
4		$ 3,880	$ 4,016	$ 4,156	$ 4,300	$ 4,451	$ 4,606	$ 4,767	$ 4,957
5	Support Specialist 2 - O	$ 3,975	$ 4,113	$ 4,258	$ 4,408	$ 4,562	$ 4,722	$ 4,885	$ 5,082
6	-	$ 4,076	$ 4,218	$ 4,364	$ 4,520	$ 4,677	$ 4,842	$ 5,011	$ 5,211
7	Facilities Assistant (WREC) Utility Clerk	$ 4,177	$ 4,323	$ 4,475	$ 4,631	$ 4,793	$ 4,960	$ 5,135	$ 5,340
8		$ 4,282	$ 4,430	$ 4,587	$ 4,746	$ 4,912	$ 5,085	$ 5,263	$ 5,473
9	Parking Enforcement Officer	$ 4,389	$ 4,541	$ 4,700	$ 4,867	$ 5,037	$ 5,213	$ 5,391	$ 5,610
10	Customer Service Representative Material Control Coordinator Parking Maintenance Worker	$ 4,498	$ 4,656	$ 4,818	$ 4,987	$ 5,162	$ 5,342	$ 5,528	$ 5,749
11	-	$ 4,609	$ 4,772	$ 4,939	$ 5,112	$ 5,292	$ 5,478	$ 5,669	$ 5,895
12	Permit Specialist Support Specialist 3 - O	$ 4,725	$ 4,889	$ 5,062	$ 5,241	$ 5,424	$ 5,612	$ 5,810	$ 6,042
13	Police Records Specialist Level I	$ 4,845	$ 5,014	$ 5,189	$ 5,370	$ 5,559	$ 5,754	$ 5,953	$ 6,190
14	Utility Billing Clerk Utility Billing Clerk, Field	$ 4,965	$ 5,138	$ 5,318	$ 5,506	$ 5,698	$ 5,898	$ 6,104	$ 6,347
15	Facilities Assistant (Recreation)	$ 5,088	$ 5,267	$ 5,452	$ 5,643	$ 5,841	$ 6,044	$ 6,255	$ 6,504
16	Police Records Specialist Level II Police Service Technician Senior Customer Service Representative Survey Technician	$ 5,217	$ 5,400	$ 5,589	$ 5,784	$ 5,985	$ 6,193	$ 6,414	$ 6,669
17	Lead Accounting Clerk Senior Utility Billing Clerk, Field Property/Evidence Technician Senior Utility Billing Clerk	$ 5,346	$ 5,536	$ 5,729	$ 5,929	$ 6,134	$ 6,350	$ 6,570	$ 6,835
18	Payroll Analyst Police Records Specialist Level III Public Records Officer Records Specialist	$ 5,481	$ 5,672	$ 5,870	$ 6,076	$ 6,289	$ 6,507	$ 6,737	$ 7,006

Senior Accounting Clerk **Senior Permit Specialist**								
19 **Apprentice Construction Inspector**	**$ 5,619**	**$ 5,813**	**$ 6,017**	**$ 6,228**	**$ 6,445**	**$ 6,672**	**$ 6,905**	**$ 7,179**
20 -	**$ 5,759**	**$ 5,961**	**$ 6,168**	**$ 6,380**	**$ 6,608**	**$ 6,837**	**$ 7,078**	**$ 7,360**
21 **Special Events Permitting Manager**	**$ 5,904**	**$ 6,108**	**$ 6,320**	**$ 6,544**	**$ 6,770**	**$ 7,008**	**$ 7,255**	**$ 7,545**
22 -	**$ 6,048**	**$ 6,259**	**$ 6,481**	**$ 6,707**	**$ 6,942**	**$ 7,187**	**$ 7,437**	**$ 7,733**
23 **Engineering Technician** **Lead Permit Specialist**	**$ 6,200**	**$ 6,419**	**$ 6,640**	**$ 6,874**	**$ 7,114**	**$ 7,362**	**$ 7,622**	**$ 7,926**
24 -	**$ 6,357**	**$ 6,577**	**$ 6,806**	**$ 7,045**	**$ 7,292**	**$ 7,547**	**$ 7,812**	**$ 8,126**
25 -	**$ 6,513**	**$ 6,742**	**$ 6,978**	**$ 7,222**	**$ 7,474**	**$ 7,738**	**$ 8,007**	**$ 8,330**
26 **Surveyor**	**$ 6,679**	**$ 6,912**	**$ 7,151**	**$ 7,403**	**$ 7,663**	**$ 7,931**	**$ 8,208**	**$ 8,538**
27 **Construction Inspector** **Senior Engineering Technician**	**$ 6,845**	**$ 7,084**	**$ 7,333**	**$ 7,590**	**$ 7,854**	**$ 8,129**	**$ 8,414**	**$ 8,750**
28 -	**$ 7,014**	**$ 7,259**	**$ 7,514**	**$ 7,779**	**$ 8,053**	**$ 8,332**	**$ 8,625**	**$ 8,969**
29 **Senior Construction Inspector**	**$ 7,191**	**$ 7,441**	**$ 7,701**	**$ 7,972**	**$ 8,252**	**$ 8,541**	**$ 8,839**	**$ 9,193**
30 **Crime Analyst** **Engineering Specialist** **Senior Surveyor**	**$ 7,372**	**$ 7,630**	**$ 7,895**	**$ 8,171**	**$ 8,457**	**$ 8,754**	**$ 9,059**	**$ 9,421**
31 **Construction Inspection Specialist**	**$ 7,556**	**$ 7,821**	**$ 8,093**	**$ 8,375**	**$ 8,668**	**$ 8,972**	**$ 9,285**	**$ 9,657**
32	**$ 7,745**	**$ 8,016**	**$ 8,295**	**$ 8,584**	**$ 8,885**	**$ 9,197**	**$ 9,517**	**$ 9,898**
33	**$ 7,938**	**$ 8,217**	**$ 8,502**	**$ 8,798**	**$ 9,107**	**$ 9,427**	**$ 9,755**	**$10,146**
34 **Survey Specialist**	**$ 8,137**	**$ 8,422**	**$ 8,714**	**$ 9,019**	**$ 9,335**	**$ 9,662**	**$ 9,999**	**$10,399**

Appendix C – Layoff and Bumping for Support Specialists

DEFINITION: For the purpose of this appendix, the term Job Classification shall mean all employees working as Support Specialists, which contain three (3) levels of skill, with the lowest skill level being "I" and the highest skill level being "III". The term "Civil Service Employee" shall mean all employees that have been appointed to a classified civil service position from a certified eligibility list and have satisfactorily completed the probationary period or an employee that was grandfathered into Civil Service as of January 1, 2018.

Prior to laying off in the Support Specialist Classification, the City will continue in its past practice of making every effort to place those member(s) whose position is being laid off into another vacant position in the same job classification at the same or lower level, assuming the employee meets the minimum qualifications for the available position.

If no vacant positions within the same job classification are available, the employee whose position is scheduled to be laid off shall be allowed to exercise their seniority over employees with less seniority represented by OPEIU, in the same or lower level within the Support Specialist job classification as follows:

1. A Support Specialist III can bump the least senior Support Specialist III represented by OPEIU in the same department, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Support Specialist III available to be bumped, then the Support Specialist III being laid off may bump the least senior Support Specialist II or Support Specialist I represented by OPEIU in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.

2. A Support Specialist II can bump the least senior Support Specialist II represented by OPEIU in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Support Specialist II available to be bumped, then the Support Specialist II being laid off may bump the least senior Support Specialist I represented by OPEIU in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.

3. A Support Specialist I can bump the least senior Support Specialist I represented by OPEIU in the City, over whom they have greater seniority.

The following bumping parameters will apply to Support Specialists exercising bumping rights:

1. A non-Civil Service employee cannot bump into a civil service position unless the employee meets minimum qualifications for the position and has passed the civil service exam.

2. A full-time, regular employee (1.0 FTE) would first be eligible to bump the least senior, full-time, regular employee (1.0 FTE), over whom they have greater seniority. They would also be permitted to bump a less than 1.0 FTE employee, provided that person is the least senior Support Specialist.

3. If there is not a less senior full-time, regular employee (1.0 FTE) to bump, the employee identified for layoff would then be eligible to bump the least senior part time employee (less than 1.0 FTE).

Those employees who are bumped shall have the same bumping rights and privileges as if they were laid off.

All employees bumping into, or being placed into another Support Specialist position, in lieu of layoff, will serve a standard six month probationary period in the new position. Failure to pass probation in any new position may result in termination of employment with the City.

All other language under Article 25 Layoff, Alternative to Layoff and Recall; the Collective Bargaining Agreement; and the City Policy Manual shall remain in full force and effect.

Appendix D – Layoff and Bumping for Engineering Technicians

It is mutually agreed that classifications in the Engineering Technician Series shall be referred to and in order of most skilled as: Engineering Specialist, Senior Engineering Technician, Engineering Technician II, and Engineering Technician I.

For the purpose of this appendix, the term Job Classification shall mean all employees working in the Engineering Technician Series which contain distinct separate levels skills that may or may not be interchangeable either to lateral positions or lower positions within the Engineering Technician classification. The term "Civil Service Employee" shall mean all employees that have been appointed to a classified civil service position from a certified eligibility list and have satisfactorily completed the probationary period or an employee that was grandfathered into Civil Service as of January 1, 2018.

Bargaining unit members working under the Engineering Technician Series shall be observed under the following language:

Prior to laying off in the Engineering Technician Classification, the City will continue in its past practice of making every effort to place those member(s) whose position is being laid off or reduced into another vacant position in the same job classification at the same or lower level, assuming the employee meets the minimum qualifications for the available position.

If no vacant positions within the same job classification are available, the employee whose position is scheduled to be laid off shall be allowed to exercise their seniority over employees with less seniority represented by OPEIU Local 11, in the same or lower level within the Engineering Technician Series as follows, provided the employee meets the minimum qualification for the position at the time of the bump:

1. An Engineering Specialist may bump the least senior Engineering Specialist, represented by OPEIU Local 11 in the same department, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Engineering Specialist available to be bumped, then the Engineering Specialist laid off may bump the least senior Senior Engineering Technician , Engineering Technician II or Engineering Technician I represented by OPEIU Local 11 in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.

2. A Senior Engineering Technician may bump the least senior Senior Engineering Technician represented by OPEIU Local 11 in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Senior Engineering Technician available to be bumped, then the Senior Engineering Technician being laid off may bump the least senior Engineering Technician II or Engineering Technician I represented by OPEIU Local 11 in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.

3. An Engineering Technician II may bump the least senior Engineering Technician II represented by OPEIU in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Engineering Technician II available to be bumped, then the Engineering Technician II being laid off may bump the least senior Engineering Technician I represented by OPEIU Local 11 in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.

4. An Engineering Technician I may bump the least senior Engineering Technician I represented by OPEIU Local 11 in the City, over whom they have greater seniority.

The following bumping parameters will apply to the Engineering Series when exercising bumping rights:

The City may determine that the employee who may be bumping into another engineering technician's position may not possess the minimum requirements for that position. If that determination is made the City will notify the Union and may not allow the bump to occur.

1. A non-Civil Service employee cannot bump into a civil service position unless the employee meets minimum qualifications for the position and has passed the civil service exam.

2. A full-time, regular employee (1.0 FTE) would first be eligible to bump the least senior, full-time, regular employee (1.0 FTE), over whom they have greater seniority. They would also be permitted to bump a less than 1.0 FTE employee, provided that person is the least senior.

3. If there is not a less senior full-time, regular employee (1.0 FTE) to bump, the employee identified for layoff would then be eligible to bump the least senior part time employee (less than 1.0 FTE).

Those employees who are bumped shall have the same bumping rights and privileges as if they were laid off.

All employees bumping into, or being placed into another Engineering Technician Series position, in lieu of layoff, will serve a standard six month probationary period in the new position. Failure to pass probation in any new position may result in the employee being laid off and placed on the reinstatement list. Reinstatement may be only to the position the employee was laid off from.

All other language under Article 25 Layoff, Alternative to Layoff and Recall; the Collective Bargaining Agreement; and the City Policy Manual shall remain in full force and effect.

AN ORDINANCE relating to management of the public rights-of-way, granting to Flying Bull Internet, LLC d/b/a Novos Fiber, Prime Fiber, LLC, and their affiliates ("Grantee"), a limited liability company (collectively "Parties"), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington ("City"), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions.

Staff Report: 110-25

To: Mayor and City Council
From: City Manager
Date: June 2, 2025

Subject
Right-of-way Telecommunications Franchise Agreement for Flying Bull Internet LLC, d/b/a Novos Fiber and Prime Fiber

Key Points
The proposed franchise ordinance establishes the terms and conditions to construct and maintain telecommunications facilities within the City's rights-of-way. This would be a 10-year, non-exclusive franchise which can be extended by mutual agreement of the parties.

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

Present Situation
Flying Bull Internet LLC (Flying Bull Internet) wishes to occupy and utilize portions of the City's rights-of-way for the purpose of installing, maintaining, and operating a fiber broadband business. Cities cannot deny the grant of a franchise like this, but may require a permit or franchise for the use of its rights-of-way for telecommunications facilities pursuant to RCW 35.99.030. The City is precluded from charging a franchise fee for such use pursuant to RCW 35.21.860.

The proposed ordinance establishes the mandatory terms and conditions under which the franchisee must maintain and operate its telecommunications facilities within the rights-of-way. The City has granted several similar non-exclusive telecommunications franchises to different companies, and federal law requires that the franchise terms not put one or more other franchisees at a competitive disadvantage relative to other providers. As such, these franchises tend to be very similar over time.

City staff worked with Flying Bull Internet to negotiate the terms of this proposed franchise ordinance in a way that balances local aesthetics, character, public health and welfare, and maintaining City control of its streets, while also gaining technological benefits and connectivity for the City's residents and businesses to the greatest extent possible.

Advantage(s)
This proposed franchise would formalize the terms and conditions for Novos Fiber's use of the City's rights-of-way.

Challenge(s)
Additional facilities may present a visual impact to the City's rights-of-way, although Flying Bull Internet advised that most of their facility builds involve horizontal boring underground.

Budget Impact
No budget impact to the City. Grantee is responsible for liability insurance for all claims for damages.

Prior Council Review
None

Action Requested
On Monday, June 2, 2025, advance ordinance on first reading, setting a date for second reading and public hearing on July 7, 2025.

Staff Contact
Aaron Lande, Program and Policy Development Manager, Cary Driskell, Assistant City Attorney, aaron.lande@cityofvancouver.us, cary.driskell@cityofvancouver.us

Attachments:
1. Ordinance

ORDINANCE M - ________

AN ORDINANCE relating to management of the public rights-of-way, granting to Flying Bull Internet, LLC d/b/a Novos Fiber, Prime Fiber, LLC, and their affiliates ("Grantee"), a limited liability company (collectively "Parties"), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington ("City"), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions.

WHEREAS, RCW 35A.47.040 authorizes City to grant, permit, and regulate "nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for railroads and other routes and facilities for public conveyances, for poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof for transmission and distribution of electrical energy, signals and other methods of communication, for gas, steam and liquid fuels, for water, sewer and other private and publicly owned and operated facilities for public service"; and

WHEREAS, RCW 35A.47.040 further requires that "no ordinance or resolution granting any franchise in a code city for any purpose shall be adopted or passed by the city's legislative body on the day of its introduction nor for five days thereafter, nor at any other than a regular meeting nor without first being submitted to the city attorney, nor without having been granted by the approving vote of at least a majority of the entire legislative body, nor without being published at least once in a newspaper of general circulation in the city before becoming effective"; and

WHEREAS, Grantee is a telecommunication company that provides voice and data services to its customers; and

WHEREAS, Grantee has requested that the City grant it the right to install, operate, and maintain telecommunication Facilities within the Public Ways of the City for the purpose of offering Telecommunication Services to the public; and

WHEREAS, the City Council has the authority to grant franchises for the use of its Public Ways pursuant to RCW 35A.47.040, RCW 35.22.280 and chapter 35.99 RCW; and

WHEREAS, this Franchise is being granted more than five days after its introduction, at a regular meeting by at least a majority of the entire Council, and has been reviewed by the City Attorney's Office, all pursuant to RCW 35A.47.040; and

WHEREAS, this Franchise is being approved at least 30 days after its introduction pursuant to Vancouver Charter Section 2.12; and

WHEREAS, the Council finds that the grant of the Franchise contained in this Ordinance, subject to its terms and conditions, is in the best interests of the public, and protects the health, safety, and welfare of the citizens of this City.

NOW, THEREFORE, the City Council of the City of Vancouver, Clark County, Washington, ordains as follows:

Section 1. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and abbreviations have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number.

"Abandoned Facilities" means Facilities which have not been used to provide Telecommunication Services for a period of at least 90 days.

"Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common ownership with Grantee.

"City" means the City of Vancouver, Washington, and either or both, as applicable, the person designated by the City.

"Construction" or "Construct" shall mean constructing, digging, excavating, laying, testing, operating, extending, upgrading, renewing, removing, replacing, and repairing a Facility.

"Day" means a 24-hour period beginning at 12:01 a.m. If a thing or act is to be done in less than seven days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation of time.

"Effective Date" means the date the last party signs this Franchise.

"Facilities" means any of the plant, equipment, fixtures, appurtenances, antennas, and other facilities owned or operated by Grantee which are necessary to furnish and deliver Telecommunication Services, including but not limited to poles with crossarms, poles without crossarms, wires, lines, conduits, cables, communication and signal lines and equipment, braces, guys, anchors, vaults, and all attachments, appurtenances, and appliances necessary or incidental to the distribution and use of Telecommunication Services in the Public Ways. The abandonment by Grantee of any Facilities as defined herein shall not act to remove them from this definition.

"FCC" means the Federal Communications Commission or any successor governmental entity.

"Franchise" (sometimes referred to as Ordinance) means the legal document issued by the City which grants rights to Grantee to construct and operate its Facilities to provide Telecommunication Services.

"Grantee" means Flying Bull Internet, LLC d/b/a Novos Fiber, Prime Fiber, LLC, and their affiliates, a limited liability company licensed to do business in Washington, or its lawful successor, transferee, or assignee.

“Hazardous Substances” shall have the same meaning as RCW 70.105D.020(10).

"Indefeasible Right of User Interest" or "IRU" means a form of acquired capital in a telecommunication system in which the holder of the interest possesses a right to use the Facilities for the purpose of providing Telecommunication Services, but not the right to control, maintain, construct, or revise the Facilities.

“Permittee” means a person or entity who has been granted a permit by the City.

"Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

"Public Way" means the surface of, and any space on, above or below, any street, public right-of-way, or utility easement for which the City now or in the future holds any interest and which, consistent with the purpose for which it was acquired or dedicated, may be used for the installation or maintenance of the Facilities. Public Way shall not mean utility easements dedicated for a specific utility system or systems and not specifically identifying telecommunication as a permitted use within the easement.

"Service Area" means the present municipal boundaries of the City and includes any additions by annexation or other legal means.

"Subscriber" or "Customer" means a Person who lawfully receives Telecommunication Service from Grantee with Grantee's express permission.

“Telecommunication Services” means any telecommunication service pursuant to RCW 35.99.010(7), excluding cable television service pursuant to RWC 35.99.010(1) and further excluding personal wireless services pursuant to RCW 35.99.010(4), provided by Grantee over its Facilities, either directly or as a carrier for its subsidiaries, Affiliates, or customers.

Section 2. Authority Granted. City grants to Grantee a Franchise to install, construct, operate, maintain, replace and use all Facilities in, under, on, across, over, through, along or below the Public Ways of the City for the purpose of providing Telecommunication Services, as approved under City permits issued pursuant to this Franchise or the Vancouver Municipal Code.

Section 3. Term of Franchise. The Term of this Franchise shall be for 10 years beginning on the Effective Date. This Franchise may be renewed for an additional five-year term. If Grantee desires to renew, Grantee shall notify City not later than 180 days prior to the expiration of this Franchise of its desire to renew. City shall respond to the request for the renewal not later than 120 days prior to the expiration date, and may request renegotiation, addition, or deletion of any term at that time. If Grantee does not request renewal, this Franchise shall be deemed terminated. Any renewal must be approved by ordinance of the City Council.

Section 4. Revocation. This Franchise may be revoked by the City Council by subsequent ordinance in the event Grantee fails after notice or demand to comply with any term of this Franchise, but the City shall have no obligation to do so. No forbearance by City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of City's right to enforce the term.

Section 5. Recovery of Costs; Taxes.

5.1 Grantee shall reimburse the City for all costs of one publication of a summary of this Franchise in the City's official newspaper, any required legal notices prior to any public hearing regarding this Franchise, and all permit and inspection fees associated with activities undertaken through this Franchise or under City Code, all pursuant to RCW 35.21.860.

5.2 City may recover from Grantee any applicable tax authorized by RCW 35.21.865. This Franchise is premised upon City and Grantee's agreement that either Grantee is a "service provider" as used in RCW 35.21.860 and defined in RCW 35.99.010(6), or Grantee's Telecommunication Services fall within the definition of "telephone business" in RCW 82.16.010. As such, the rights granted under this Franchise are not conditioned upon payment of a franchise fee or other compensation for use of the Public Ways. The City reserves its right to impose a fee on Grantee to the extent authorized by law, for purposes other than to recover its administrative expenses, in the event that statutory prohibitions on the imposition of such fees are removed, or Grantee no longer falls within the definition of "service provider" in RCW 35.99.010(6) and Grantee's Telecommunication Services fall outside the definition of "telephone business" in RCW 82.16.010. Under those circumstances, the City also reserves its right to require that Grantee obtain a separate franchise for its change in use, which may include provisions intended to regulate Grantee's operations. Nothing in this Franchise shall limit the City's right of taxation as authorized by current or future law.

Section 6. Non-Exclusivity. This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises or permits in any Public Ways. The grant of this and other franchises shall, in no way, prevent or prohibit the City from using any of its Public Ways or affect its jurisdiction over them.

Section 7. Relocation of Facilities.

7.1 City shall have prior and superior right to the use of its Public Ways and other public properties for installation and maintenance of its facilities and for other governmental purposes. City retains full power to make all changes, relocations, repairs, maintenance, establishments, improvements, dedications, or vacation of the same as City may deem fit, including the dedication, establishment, maintenance, and improvement of all new Public Ways and other public properties of every type. Any removal or replacement of Grantee's Facilities shall be at the sole expense of Grantee unless otherwise required by RCW 35.99.060. If Grantee fails to remove, adjust, or relocate its Facilities by the date established in the City's written notice to Grantee and consistent with RCW 35.99.060, City may cause and/or effect the removal, adjustment, or relocation, and the expense shall be paid solely by Grantee. Grantee shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same Public Way upon approval by City, any portion of its Facilities required to be temporarily disconnected or removed.

7.2 If the City determines that the public project necessitates the relocation of Grantee's then-existing Facilities, City shall:

7.2.1 At least 60 days prior to the commencement of the improvement project provide Grantee with written notice requiring such relocation; and

7.2.2 Provide Grantee with copies of pertinent portions of the plans and specifications for such improvement project and a proposed location for Grantee's Facilities so that Grantee may relocate them in other Public Ways to accommodate the public improvement project.

7.2.3 After receipt of such notice and such plans and specification, Grantee shall complete relocation of its Facilities at no charge or expense to City to accommodate the improvement project pursuant to RCW 35.99.060(2).

7.3 Grantee may, after receipt of written notice requesting a relocation of its Facilities, submit to City written alternatives to such relocation. City shall evaluate such alternatives and advise Grantee in writing if one or more of the alternatives are suitable to accommodate the work which would otherwise necessitate relocation of the Facilities. If requested by City, Grantee shall submit additional information to assist City in making such evaluation. City shall give each alternative proposed by Grantee full and fair consideration. In the event City ultimately determines that there is no other reasonable alternative, Grantee shall relocate its Facilities as otherwise provided in this Section.

7.4 The provisions of this Section shall not preclude or restrict Grantee from making any arrangements it deems appropriate when responding to a request for relocation of its Facilities by any person or entity other than City where the Facilities to be constructed are not or will not become City owned, operated, or maintained facilities provided that such arrangements do not delay a City construction project without prior written City approval.

7.5 If the City, a contractor for City, or other third-party utility provider with facilities located in the Public Ways is delayed at any time in the progress of their work by an act or neglect of Grantee or those acting for or on behalf of Grantee, then Grantee shall indemnify, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees to the extent arising out of or in connection with such delays, except for delays and damages caused by City. This provision may not be waived by the Parties except in writing.

Section 8. Non-Interference with Existing Facilities.

8.1 The owners of all utilities, public or private, installed in or on Public Ways properties prior to the installation of Grantee's Facilities, shall have preference as to the positioning and location of such utilities so installed with respect to Grantee. Such preference shall continue when relocating or changing the grade of any public properties, in the sole discretion of City.

8.2 Grantee's Facilities shall be constructed and maintained in a manner as to not interfere with any public use, or with any other pipes, wires, conduits, or other facilities that may have been laid in the Public Ways or under City's authority. If Grantee's work under this Franchise damages or interferes in any way with the public use or other facilities, the Grantee shall wholly and at its own expense eliminate the interference or damage to the satisfaction of City.

Section 9. Movement of Grantee's Facilities for Others. Whenever any third-party has obtained permission from City to use any Public Way for moving any oversized load, upon at least

14 days' written notice from City, Grantee shall move any of Grantee's Facilities that may obstruct the movement of the oversized load; provided, that the third party desiring to move the oversized load shall pay all such expenses, and the path for moving the oversized load should be the path of least interference to Grantee's Facilities as determined by City. Upon good cause shown by Grantee, City may require more than 14 days' notice to Grantee to move its Facilities.

Section 10. Acquiring New Facilities. Upon Grantee's acquisition of any new Facilities in the Public Ways, or upon any addition or annexation to City of any area in which Grantee retains any such Facilities in the Public Ways, Grantee shall submit to City a written statement describing all Facilities involved, whether authorized by franchise or any other form of prior right and specifying the location of all such Facilities. Such Facilities shall immediately be subject to the terms of this Franchise.

Section 11. Abandoned Facilities.

11.1 Grantee shall remove any Abandoned Facilities within 60 days of the end of their use for Telecommunication Services purposes unless City agrees otherwise in writing to delay removal due to weather conditions, not to exceed 180 days.

11.2 Grantee shall immediately remove any Abandoned Facility which poses a hazard to the health, safety, or welfare of the public, or the Abandoned Facility has collapsed, broke, or otherwise failed.

11.3 The expense of the removal and restoration of improvements in the Public Ways damaged by the Facility or by its removal process shall be Grantee's sole responsibility. If Grantee fails to remove the Abandoned Facilities as required, then City may incur costs to remove the

Abandoned Facilities, restore the Public Ways, and is entitled to reimbursement from Grantee for all costs.

Section 12. Removal of Facilities at End of Franchise. Upon the expiration, termination, or revocation of the rights granted under this Franchise, Grantee shall remove all Facilities from the Public Ways within 30 days. If Grantee fails to do so, the City may remove the Facilities and will be entitled to full reimbursement for all costs from Grantee for the removal.

Section 13. Undergrounding of Facilities.

13.1 In any area of the City in which there are no aerial facilities other than antennas or other equipment required to remain above ground in order to be functional, or in any Public Ways in which all telephone, electric power wires, and cables have been placed underground, Grantee shall not be permitted to erect poles or to run or suspend Facilities unless required to do so by City, but shall lay such wires, cables, or other Facilities underground in the manner specified by City.

13.2 Whenever the City or other governmental entity requires or initiates undergrounding of aerial utilities in any area of the City, Grantee shall underground its Facilities as specified by City. The location of any relocated and underground Facilities is subject to approval by City. Grantee is encouraged to contact and negotiate with other affected utilities so that all costs for common trenching, common utility vaults, and other costs not specifically attributable to the undergrounding of any particular facility are shared fairly and proportionately by all utilities involved in the undergrounding project. The costs of the undergrounding of Facilities shall be as provided in RCW 35.99.060 as adopted or amended.

Section 14. Construction Standards.

14.1 All work authorized and required by this Franchise shall comply with all generally applicable federal, state, and local regulations, laws, and practices. Grantee is responsible for the supervision, condition, and quality of the work done whether it is by itself or by contractors, assigns, or agents. Application of this Section fulfills the City's public trustee role in administering the primary use and purpose of public properties, and not for relieving Grantee of any duty, obligation, or responsibility for the competent design, construction, maintenance, and operation of its Facilities. Grantee is responsible for the supervision, condition, and quality of the work done whether it is by itself or by contractors, assigns, or agencies. Applicable laws include, but are not limited to:

Chapter 11.50 VMC - Utilities in the Right-of-Way;

Chapter 11.60 VMC - Street Use Permits;

Chapter 11.80 VMC - Street and Development Standards;

Chapter 11.90 VMC - Construction in the Right-of-Way;

Chapter 12.04 VMC - Street Trees;

Chapter 19.122 RCW - Underground Utilities (One-Call System)

RCW 58.09.130 - Monuments Disturbed by Construction Activities

14.2 If Grantee plans or is required to excavate trenches pursuant to this Franchise, Grantee shall notify City so it can permit other franchisees and utilities to share such excavated trenches, provided that such joint use shall not unreasonably delay Grantee's work and such joint use shall not adversely affect Grantee's Facilities or the safety thereof. Joint users will be required to contribute to the costs of excavation and filling on a pro-rata basis.

Section 15. Restoration after Construction or Damage. Grantee shall, after installation, construction, relocation, maintenance, removal, or repair of its Facilities, restore the Public Ways, land surveyor monuments, and any other City-owned property which may be disturbed by the work to at least the same condition that it was in immediately prior to any such work by Grantee, reasonable wear and tear excepted. City shall have final approval of the condition of such Public Ways and City-owned property after restoration. Grantee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the Public Ways or other affected areas and City-owned property at its sole cost and expense and shall be responsible for said restoration work and repair of damage done by Grantee to City facilities for the life of the Franchise. Grantee also agrees to restore all other existing facilities and/or property damaged by Grantee's work, at its sole cost and expense.

Section 16. Emergency Work by Grantee - Permit Waiver. In an emergency in which Grantee's Facilities breaks, is damaged, or if Grantee's construction area is otherwise in a condition to pose an imminent risk to life, health, or safety of any person or property, Grantee shall immediately take proper emergency measures to repair its Facilities, and to cure or remedy the dangerous conditions in order to protect the life, health, or safety of individuals or property without first applying for and obtaining any permit required by the Vancouver Municipal Code or this Franchise. However, this shall not relieve Grantee from the requirement of immediately notifying City of the emergency work by phone or email, and obtaining any permits necessary after the emergency work, not later than the second succeeding day during which the City's Public Works and Permitting offices are open for business.

Section 17. Dangerous Conditions, Authority for City to Abate.

17.1 Whenever construction, installation, or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public or City-owned property, City may direct Grantee, at Grantee's sole expense, to take action to protect the public, adjacent public places, City-owned property, streets, utilities, and Public Ways. Such action may include a compliance schedule set by City.

17.2 In the event Grantee fails or refuses to promptly take the actions directed by City, or if emergency conditions exist requiring immediate action, City may take any actions necessary to protect the public, the Public Ways, City property, third-party property, or other actions in the judgment of City to be necessary safety precautions and Grantee shall be solely liable for any costs.

17.3 City retains the right to move or remove any Facilities in the Public Ways as City determines necessary, appropriate, or useful in response to any public health or safety emergency.

Section 18. Performance Bond Relating to Construction Activity.

18.1 Before undertaking any work, installation, improvements, construction, repair, relocation, or maintenance authorized by this Franchise, whether by Grantee or a third-party that Grantee contracts with to perform the work, Grantee shall furnish to the City a performance bond executed by Grantee and a corporate surety, authorized to operate a surety business in the State of Washington, in the amount of $25,000 to ensure performance of Grantee's obligations under this Franchise.

18.2 The performance bond shall be conditioned to require that Grantee observe all the covenants, terms, conditions, and obligations of this Franchise, including to repair or replace any defective work or materials discovered in the City's Public Ways. This bond shall remain in effect for the life of this Franchise and is intended to replace the need to get a separate performance bond for each individual project by Grantee. In the event Grantee proposes to construct a project for which this bond would not financially ensure performance of Grantee's obligations under this Franchise, City is entitled to require a larger bond as may be appropriate under the circumstances.

Section 19. Street Vacation. City may vacate any public road, right-of-way, or other City property subject to this Franchise. If City vacates any portion of the area in which Facilities are located, City shall not be liable for any damages or loss to Grantee by reason of the street vacation. Grantee shall remove its Facilities from any vacated right-of-way unless such vacation provides for the continuing right of the Facilities to exist within the vacated area. Any relocation of Facilities resulting from a street vacation shall require a minimum of 180 days' notice as provided for in Section 37 (Notice).

Section 20. Limitation on Future Work. When City constructs a new street or reconstructs an existing street, Grantee shall be subject to applicable regulations relating to when street cuts and excavations may occur.

Section 21. Reservation of Rights by City.

21.1 City reserves the right to refuse any request for a permit to extend Facilities. Any such refusal shall be supported by a written statement from City that extending the Facilities, as proposed, would be detrimental to the public health, safety, or welfare.

21.2 City shall always have the authority to control by appropriate regulation the location, elevation, manner, or construction and maintenance of any Facilities by Grantee, and Grantee shall promptly conform with all such regulations unless compliance would cause Grantee to violate other legal requirements.

Section 22. Safety. All of Grantee's Facilities shall be constructed and maintained in a safe and operational condition. Grantee shall follow all safety codes and other applicable regulations in the installation, operation, and maintenance of its Facilities.

Section 23. Emergency Response. Grantee shall, within 30 days of the execution of this Franchise, designate one or more responsible people and identify emergency 24-hour on-call personnel and the procedures to be followed when responding to an emergency. After being notified of an emergency, Grantee shall cooperate with City to immediately respond to aid in the protection the health and safety of the public.

Section 24. Hazardous Substances. Grantee shall comply with all applicable federal, state and local laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Facilities. Grantee agrees to indemnify City against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by City arising out of the release or threat of release of hazardous substances caused by Grantee's ownership or operation of its Facilities.

Section 25. Environmental. Grantee shall comply with all environmental protection laws, rules, recommendations, and regulations of the United States and the State of Washington, and their various subdivisions and agencies as adopted or amended and shall indemnify and hold City harmless from any damages arising from Grantee's noncompliance with any such laws, rules, recommendations, or regulations, whether Grantee's acts or activities were intentional or unintentional. Grantee shall further indemnify City against all losses, costs, and expenses (including legal expenses) which City may incur arising from the requirement of any government or governmental subdivision or agency to clean and/or remove any pollution caused or permitted by Grantee, whether the requirement is during the term of the Franchise or after its termination.

Section 26. Utility Poles. The Parties acknowledge that any poles which Grantee desires to use for its Facilities are owned by a third-party or parties, and Grantee has entered or will enter into an agreement with the third-party or parties for use of those poles.

Section 27. Insurance.

27.1 Grantee shall maintain liability insurance for all claims for damages to the City, persons, or property that arise from Grantee' performance during this Franchise. Grantee shall maintain at least the following insurance coverage:

COVERAGE	**LIMITS OF LIABILITY**
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability.	
Each Occurrence	$5,000,000
General Aggregate Per Occurrence	$5,000,000
Products & Completed Operations Aggregate	$5,000,000
Personal and Advertising Injury	$2,000,000
Blanket Contractual Liability	$2,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, hired, and/or non-owned vehicles arising from the performance of this Agreement.	
Combined Single Limit	$2,000,000
III. Workers' Compensation (applicable to the State of Washington)	

Per Occurrence	
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$1,000,000

27.2 In addition to the above coverage and limits, Grantee's insurance shall include:

27.2.1 Additional Insured. The City, its agents, representatives, officers, elected and appointed officials, and employees shall be named as an additional insured on Grantee's Commercial General Liability policy. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

27.2.2 Stop Gap. Either the Commercial General Liability or the Workers' Compensation policy shall be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced shall apply to the Stop Gap coverage as well and indicated on the Certificate.

27.2.3 Employment Security. Grantee shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.

27.2.4 The City shall be listed on the Certificate as the Certificate Holder.

27.2.5 Coverage Trigger. The insurance must be written on an "occurrence" basis and must be indicated on the Certificate.

27.3 Grantee shall provide evidence of all insurance required when requested by City by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

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

Section 28. Indemnification and Waiver.

28.1 Grantee releases and covenants not to bring suit and agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, and representatives from all claims, costs, judgments, awards, or liability to any person for injury, sickness, or death of any person or damage to any property or interests:

28.1.1 Arising out of the acts or omissions of Grantee, its agents, servants, officers or employees or the construction, placement, operation, or maintenance of its Facilities; or

28.1.2 Based on City's inspection or lack of inspection of work performed by Grantee, its agents and servants, officers or employees in connection with work authorized in the Public Ways or property over which City has control pursuant to this Franchise, or pursuant to any other permit or approval issued in connection with this Franchise;

28.2 The provisions of Section 18.1 shall apply to claims by Grantee's own employees and the employees of the Grantee's agents, representatives, contractors, and subcontractors to which Grantee might otherwise be immune pursuant to Title 51 RCW.

28.3 Inspection or acceptance by City of any work performed by Grantee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. These indemnification obligations shall extend to claims which have not yet been filed and any claims which may be compromised with Grantee's consent prior to the initiation or culmination of any litigation. City has the right to defend or participate in the defense of any claim and has the right to approve any settlement or other compromise of any claim, provided, Grantee shall not be liable for a settlement or other compromise unless it has consented to it.

28.4 Grantee's obligations under this Section shall apply regardless of whether liability for damages arises out of bodily injury to persons or damages to property, except to the extent that such claims, actions, damages, costs, and expenses were caused by the sole negligence or willful misconduct of City. If a court with jurisdiction determines this Franchise is subject to the provisions RCW 4.24.115, the Parties agree that these indemnity provisions shall be deemed amended to conform to that statute and liability shall be allocated accordingly.

28.5 Notwithstanding any other provision of this Section, Grantee assumes the risk of damage to its Facilities located in the Public Ways from activities conducted by City, its officers, agents, employees, and contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful, or malicious action on the part of City, its officers, agents, employees, or contractors. Grantee releases and waives any such claims against City, its officers, agents, employees, or contractors. Grantee further agrees to indemnify, hold harmless, and defend City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Grantee's Facilities as the result of any interruption of service due to damage or destruction of Grantee's Facilities caused by or arising out of activities conducted by City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful or malicious actions on the part of City, its officers, agents, employees or contractors.

Section 29. Maps and Records Required. Grantee shall provide City at no cost:

29.1 A route map that depicts the general location of Grantee's Facilities placed in the Public Way. The route map shall identify Facilities as aerial or underground and is not required to depict cable types, number of fibers or cables, electronic equipment, and service lines to individual subscribers. Grantee shall also provide an electronic format of the aerial/underground telecommunications facilities in relation to the Public Way centerline reference to allow City to add this information to the City's Geographic Information System ("GIS") program. GIS information shall be delivered to City by December 1, except as allowed in Section 29.4.

29.2 In addition to Section 29.1, City may request that Grantee provide Facility-specific information as needed for specific projects to avoid harm to Grantee's Facilities. To the extent such requests are limited to specific Facilities at a given location in connection with any City construction project, Grantee shall provide to City upon request with reasonable notice, copies of available drawings in use by Grantee showing the location of its Facilities. Grantee shall field locate its Facilities to facilitate design and planning of City projects.

29.3 Upon written request of City, Grantee shall provide City with the most recent update available of any plan to install additional Facilities. Any documents provided to City pursuant to Section 29.3 shall be deemed confidential and for informational purposes only and shall not obligate Grantee to undertake any specific improvements.

29.4 In addition to the requirements of Section 29.1, the Parties agree to periodically share GIS files upon written request, provided Grantee's GIS files are to be used solely by City for governmental purposes. Any files provided by City to Grantee shall be restricted to information necessary for Grantee's engineering needs for construction or maintenance of Facilities. Grantee is prohibited from selling or transferring City GIS information to any third parties.

Section 30. Public Record Act Compliance. Any public record relating to this Franchise may be subject to inspection and copying pursuant to Washington's Public Record Act, chapter 42.56 RCW. City will provide Grantee a copy of a public record request that seeks to inspect or copy a "writing" as defined in RCW 42.56.010 relating to this Franchise prior to allowing any inspection and/or copying of the documentation/information. Additionally, City will request production of any responsive records Grantee may have in its possession. City will inform Grantee of the records it plans to disclose to the requestor. If Grantee disagrees with City's determination of disclosure/nondisclosure and timely notifies City of the same, City agrees to withhold release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Grantee an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended. If Grantee seeks judicial protection, Grantee will be solely responsible for its related attorney fees and costs. City shall not be liable for any loss or damage resulting from a release of records so long as City acted in good faith in releasing the records.

Section 31. Modification. City and Grantee reserve the right to modify the terms of this Franchise upon the written agreement of both Parties. Any modification(s) shall be by ordinance of the City Council and accepted by the Grantee.

Section 32. Survival. All provisions, conditions, and requirements of this Franchise shall be in addition to all other obligations and liabilities Grantee may have to the City at common law or by statute. In the event any Facilities are left in the Public Ways following the expiration or termination of this Franchise, then the provisions and requirements of Sections 7 (Relocation of Facilities), 8 (Non-Interference with Existing Facilities), 9 (Movement of Grantee's Facilities for Others), 11 (Abandoned Facilities), 12 (Removal of Facilities at End of Franchise), 14 (Construction Standards), 15 (Restoration after Construction or Damage), 16 (Emergency Work by Grantee), 17 (Dangerous Conditions – Authority for City to Abate), 22 (Safety), 24 (Hazardous

Substances), 25 (Environmental), 28 (Indemnification), 33 (Severability), 34 (Assignment), 35 (Choice of Law), 36 (Remedies), and 37 (Notice) shall survive the expiration or termination of this Franchise, and any renewals or extensions remain effective until Grantee removes its Facilities from the Public Ways or transfers ownership of its Facilities to a third party. All provisions, conditions, regulations, and requirements in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives, and assigns of Grantee. All privileges, obligations, and liabilities of Grantee shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever Grantee is named herein.

Section 33. Severability. If a court with jurisdiction over the matter determines any clause of this Franchise is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Franchise will remain in full force and effect.

Section 34. Assignment.

34.1 This Franchise may not be assigned or transferred without the written approval of City, which shall not be unreasonably withheld or delayed, except Grantee may freely assign this Franchise in whole or part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization, or refinancing. In the event a transfer or assignment of Grantee's ownership is approved by the Washington Utilities and Transportation Commission ("UTC"), City will be deemed to have consented to the transfer. Grantee shall provide City with a copy of any UTC approval. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, consent shall not be required unless and until the secured party elects to realize upon the collateral. Grantee shall provide prompt, written notice to City of any such assignment.

34.2 Grantee may, in addition and without the prior written consent of City:

34.2.1 Lease the Facilities or any portion thereof to another Person, provided, the other Person shall obtain a City franchise;

34.2.2 Grant an Indefeasible Right of User Interest in the Facilities, in whole or in part, to another Person; or

34.2.3 Offer or provide capacity or bandwidth in its Facilities to another Person;

Provided, that Grantee retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its Facilities pursuant to the terms and conditions of this Franchise.

Section 35. Choice of Law. Any litigation between City and Grantee arising under or regarding this Franchise shall occur in Clark County Superior Court if a state action, and in the United States District Court, Western District of Washington if a federal action. Each Party shall pay their own costs and attorney fees.

Section 36. Remedies. Remedies under this Franchise are cumulative; exercise of one remedy will not exclude or waive any other remedy.

Section 37. Notice. Any notice or information to be given to the Parties under this Franchise may be sent to the following addresses unless otherwise specified in writing:

City:	Grantee:
City Manager City of Vancouver PO Box 1995 Vancouver, WA 98668-1995	Flying Bull Internet LLC, d/b/a Novos Fiber and Prime Fiber, LLC 3100 Olympus Blvd, Suite 410 Dallas, TX 75019
	with an additional copy to: drew@novosfiber.com

Notice is effective upon receipt in the case of personal delivery, three days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery.

Section 38. Entire Agreement. This Franchise constitutes the entire agreement between the Parties and no other agreements or understandings, written or otherwise, shall be binding upon the Parties upon approval and acceptance of this Franchise. This Franchise shall also supersede and cancel any previous right or claim of Grantee to occupy the City's Public Ways

Section 39. Acceptance. Within 60 days after the passage and approval of this Ordinance, this Franchise may be accepted by Grantee by providing the City Clerk its written acceptance. Failure by Grantee return a fully executed Franchise within the 60 days shall be deemed a rejection of the terms and this Ordinance shall have no legally binding effect.

Section 40. Effective Date. Subject to compliance with Section 39 for acceptance of the terms of the Franchise, this Ordinance shall become effective five days from and after its final passage by the Vancouver City Council and publication of a summary of the Ordinance pursuant to City Charter.

SIGNED this _______ day of ________________________, 2025.

____

Anne McEnerny-Ogle, Mayor

ORDINANCE - 25
Does not require codification

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Nena Cook, City Attorney

Accepted by __________________________:

By:____

Name and official capacity

Grantee, _____________________________, for itself, its successors, and assigns, accepts all terms and conditions of the foregoing Franchise.

In witness whereof, ________________________________ has signed this ___________ day of ______________________________, 2025.

____

Notary Public in and for the state of _____________

Residing in _________________________________

My commission expires _______________________

CITY OF Vancouver WASHINGTON

AN ORDINANCE of the City of Vancouver relating to the creation of a rental registration program; adopting a new Chapter 5.08 to the Vancouver Municipal Code; enacting new sections VMC 5.08.010, 5.08.020, 5.08.030, 5.08.040, 5.08.050, 5.08.060, 5.08.070, 5.08.080, 5.08.090, 5.08.100, 5.08.110, and 5.08.120; amending VMC 22.01.030; providing for the implementation of the rental registration program; providing for severability; and setting an effective date.

Staff Report: 111-25

To: Mayor and City Council
From: City Manager
Date: June 2, 2025

Subject

Adoption of Rental Registration Program Code

Key Points

- This ordinance will create a rental registration program requiring all residential rental properties to be registered annually with the City, beginning in early 2026.
- The program is designed to improve rental housing tracking, as well as quality, safety, and stability through annual registration, data collection, and tenant and landlord education.
- Fees of $30 per unit per year will fund program administration and outreach. Exemptions apply for owner-occupied housing and income-restricted affordable housing units.
- Properties failing to register may not be legally rented and will be subject to penalties and enforcement under VMC Title 22.

Strategic Plan Alignment

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

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

Present Situation

Vancouver has nearly 40,000 rental units according to 2023 U.S. Census data, but the City lacks comprehensive, up-to-date information about where those units are, how they're managed, or their condition. Without a reliable inventory of rental housing, it is difficult to monitor trends, target resources, or ensure consistent standards of quality and safety across neighborhoods. A rental registration program will help close this critical data gap by creating a baseline understanding of the city's rental housing stock, enabling more effective policy decisions and better support for both tenants and property owners.

Community stakeholders have consistently voiced strong support for proactive rental housing preservation. This priority has been echoed in several major planning efforts, beginning with the 2016 *Affordable Housing Task Force Report*, and continuing through the 2019 *RESIDE Vancouver* Plan and the 2021 *Equitable Development Strategy*. Across each of these efforts, community input has emphasized the need for a rental housing registration and inspection program as a tool to protect tenants and property owners, ensure housing quality, and support neighborhood livability.

In 2024, a Rental Habitability Advisory Group consisting of rental housing owners, tenants, property managers, housing advocates, and legal experts convened over a four-month period to thoroughly consider program elements and provide consensus-based recommendations that have shaped the current program proposal. The program recommendations from that advisory group were accepted by Vancouver City Council in October 2024. At that time, City Council also directed staff to proceed with the design implementation of a rental registration and inspection program.

City staff plan to implement the program in two phases, with the registration program starting in January 2026, and the inspection program following no earlier than 2027. Once the registration program is operational and a critical mass of rental properties have been registered, an inspection program can be introduced to ensure units meet safety and habitability standards. In doing so, this program should improve tenant safety, enhance neighborhood quality, and streamline compliance for property owners.

Outreach this year has included the launch of a Be Heard project page to share draft program recommendations, timeline, and FAQs, and gather community feedback. In addition, a communications plan has been developed to guide education and outreach throughout 2025, including strategies for engagement, opportunities for public feedback, and inclusive messaging to reach diverse communities.

Registration Program Elements

Registration	All rental property owners will be required to obtain or renew rental registration in addition to a City business license each calendar year. Rental housing owners will be required to register rental units at the beginning of each calendar year with a filing deadline of February 15.
Required Information	All rental property owners will be required to provide the following information for each project: • Rental property name and address • Year built • Type of rental (multifamily, duplex, ADU, single-family, etc.) • Number of units and number of bedrooms/baths for each unit • Number of units restricted to tenants earning less than 60% AMI • Owner contact information • Local contact, if applicable – *for education and outreach*
Exemptions	The following property types will be exempt from registration and/or a fee: • Short-term rentals, hotels, emergency shelter, nursing homes and hospitals • Owner-occupied single-family housing (i.e., mobile homes

	or renting a bedroom) • No other long-term rental housing units will be exempt from registration • Income-restricted (covenanted) housing affordable to households earning less than 60% of area median income must register but are exempt from registration fee.
Fee	$30/unit per year
Incentive	To encourage initial registration, the City will waive the first-year registration fee if property is registered within first 90 days of program launch.
Marketing, Education and Outreach	The City will work with partners to perform extensive communication and outreach prior to launch; replaced by ongoing education and mailing costs. The new code requires housing providers to notify tenants about the registration program and resources available.
Staff Support	The City will provide staff support in four roles: • Rental registration program coordination and reporting • Special licensing/accounting assistance • Code enforcement (for auditing, failed unit referrals) • Program Support specialist
Relocation Set Aside	Funded through annual registration fees; goal of $50k in fund.

Ordinance Summary
The ordinance includes the following sections:

5.08.010 Purpose: Establishes the intent of the rental registration program to support safe, stable, and well-maintained rental housing.
5.08.020 Definitions: Provides definitions for key terms used throughout the chapter.
5.08.030 Rental Registration License Fee: Outlines the fee structure for registering residential rental units.
5.08.040 Penalties: Specifies penalties for noncompliance, including late registration.
5.08.050 Scope: Defines the types of rental properties and units subject to the registration requirement.
5.08.060 Residential Rental Registration License Requirement: Requires property owners to register rental units annually and obtain a registration license.
5.08.070 Provision and Posting of Tenants' Rights and Program Information: Mandates distribution and/or posting of tenant rights and program materials.
5.08.080 Authority and Administration: Grants the Director authority to implement, administer, and enforce the program. This section also requires annual reporting on the program.
5.08.090 Registration Denial, Suspension, or Revocation: Describes conditions under which a rental registration may be denied, suspended, or revoked.
5.08.100 Appeals: Provides a process for property owners to appeal administrative decisions related to registration.
5.08.110 Immunity, No Warranty by City, and No Private Right of Action: Clarifies that

registration does not constitute a warranty of habitability and limits City liability.

Amendments to Chapter 22.01.030 VMC: Updates enforcement provisions to include Chapter 5.08 under the City's civil code authority.

The ordinance also provides for an initial fee waiver for units registered in the first 90 days of registration system launch and some flexibility within the first year to waive penalties and interest.

Next Steps
If the new code is adopted, and the budget necessary to launch the program is included in the adopted Spring Supplemental Budget, staff will release the RFP to procure the technology platform to manage the registration process. Simultaneous with the release of the RFP, staff will begin both targeted and broad community outreach to inform property owners and tenants of upcoming registration requirements. Given the 7-month lead time prior to program launch, staff are confident that most impacted parties will receive information about the program and have their concerns addressed.

Advantage(s)

1. Creates a rental housing database to provide a more comprehensive picture of Vancouver's rental housing stock.
2. Improves data collection and transparency for Vancouver's rental stock.
3. Allows for regular communication with, and education for, housing providers.
4. Establishes a platform for future program components, including inspections.
5. Creates a revenue stream to operate registration program, offer relocation assistance for tenants displaced due to unsafe housing conditions and manage an inspection program in the future.

Challenge(s)

1. Outreach and engagement will be critical to inform property owners, particularly small-scale owners and those living outside the City of Vancouver.
2. Initial administrative setup, including staffing, technology, and data management, will require close coordination among City departments and outside stakeholders.
3. Some property owners may perceive the program as burdensome and an unnecessary expense.

Budget Impact
The program is anticipated to be self-sustaining using revenues generated from registration fees. ~~Funds from the City's economic development budget will be utilized to cover start-up costs and be repaid once registration fee collections begin~~. Preliminary recommendation in spring supplemental is to add budget to cover start-up expenses of $100,000 in 2025 and $30,000 in 2026 which will be reimbursed once there are sufficient registration revenues to cover.

Prior Council Review

- April 22, 2024 – Rental Habitability Action Plan workshop
- October 21, 2024 – Habitability proposal workshop

Action Requested

On Monday, June 2, 2025, advance the ordinance creating a Residential Rental Registration Program and set the date for the second reading and public hearing for June 9, 2025.

Staff Contact

Patrick Quinton, Economic Development Director, Samantha Whitley, Housing Programs Manager, patrick.quinton@cityofvancouver.us, samantha.whitley@cityofvancouver.us

Attachments:

1. Presentation
2. Ordinance

CITY OF Vancouver WASHINGTON

Rental Registration VMC 5.08

Patrick Quinton, Director
Samantha Whitley, Housing Programs Manager

June 2, 2025 Council Consent Agenda
June 9, 2025 Public Hearing

Agenda

- Background and Need
- Rental Housing Characteristics
- Registration Requirements
- Program Information
- Timeline
- Requested Action

Background

Repeated priority from community stakeholders

2016 Affordable Housing Task Force

- Require multi-family projects to be inspected on a routine basis to keep units safe and livable
- Preserve existing housing stock and avoid tenant displacement caused by severe code violations

2019 RESIDE Vancouver

Create an ordinance requiring all rental properties to register with the City to receive a permit demonstrating each unit's habitability and code compliance prior to tenant occupation.

2023 Heights Equitable Development

Support low-income renters through tenant protections, including legal assistance, rental registration, and rights of first refusal.

Rental Habitability Advisory Group

Program requirements formulated with stakeholders in 2024

Representatives from:

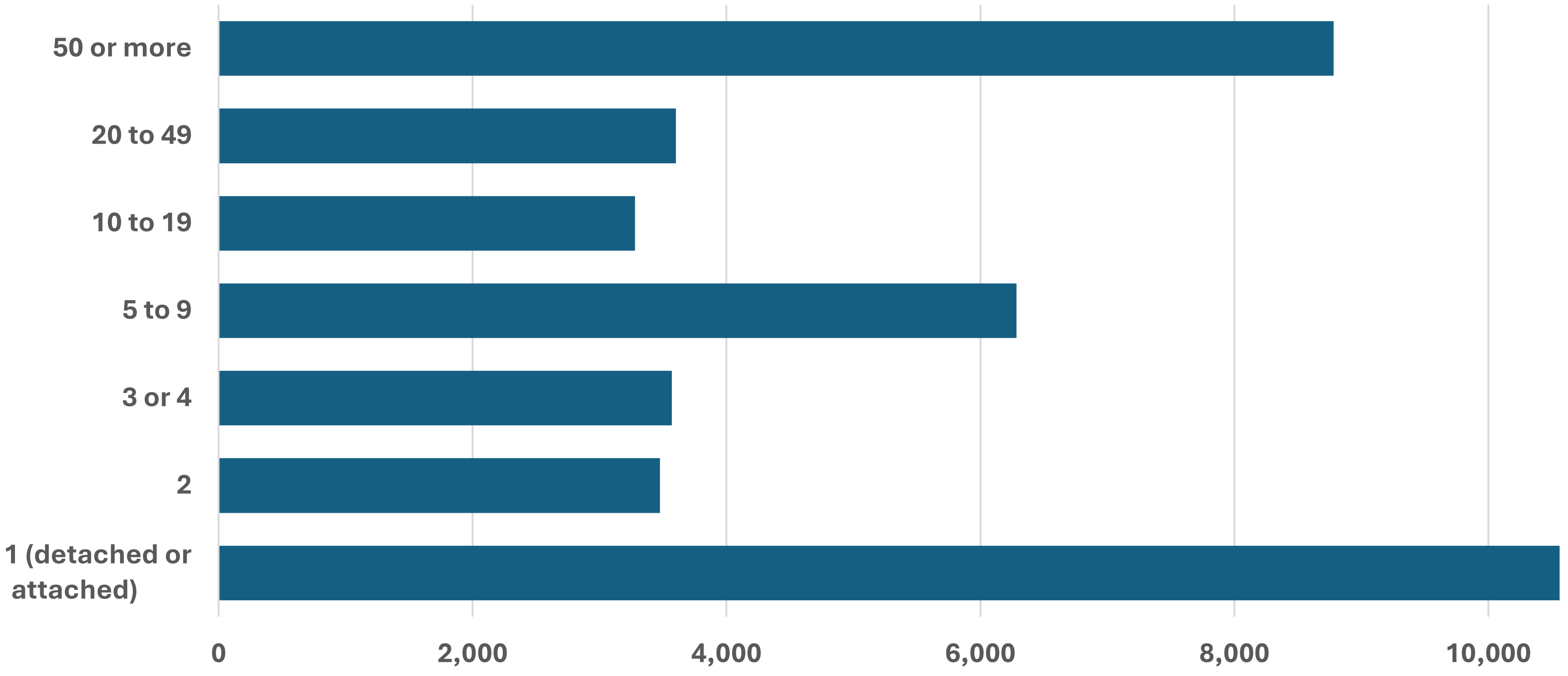
- Landlords
- Property Managers
- Tenants Rights Organizations
- Affordable Housing Developers
- Market Rate Developers
- Residents
- Homeless Service Providers
- Landlord Associations
- Landlord & Tenant Attorneys and Mediators

Need for Rental Registration

- City lacks comprehensive data on rental housing supply
- Lack of basic data inhibits communication with landlords and property managers
- Better data will lead to enhanced City support for landlords and tenants
- Database will allow City to enforce basic safety standards

Vancouver Rental Unit Distribution

Rental housing is concentrated in 1-4 unit or 50+ unit properties

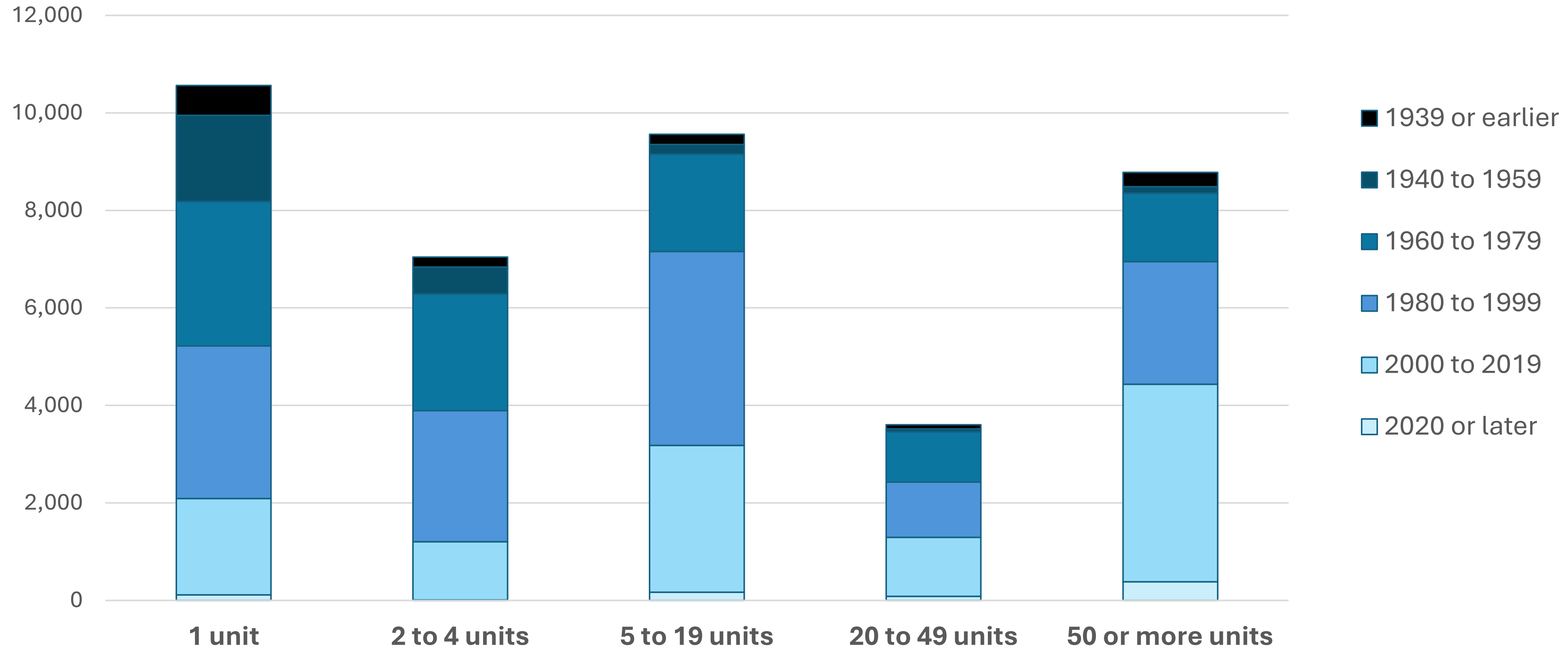


39,993 renter occupied units

Source: ACS 5-Year Data Tables, Table S25032, 2023

Rental Housing Age Distribution

1 – 4 unit projects have higher percentage of older buildings



Source: ACS 5-Year Data Tables, Table B25127, 2023

Registration Requirements

Topic	Proposal
Registration	Rental property owners will be required to obtain or renew rental registration in addition to a City business license each calendar year. Rental housing owners will be required to register units at the beginning of each calendar year with a filing deadline of February 15.
Required Information	• Rental property name and address • Year built • Type of rental (multifamily, duplex, ADU, single-family, etc.) • Number of units and number of bedrooms/baths for each unit • Number of units restricted to tenants earning less than 60% AMI • Owner contact information • Local contact, if applicable
Exemptions	• Short-term rentals, hotels, emergency shelter, nursing homes and hospitals • Owner-occupied single-family housing (i.e., mobile homes or renting a bedroom) • No other long-term rental housing units will be exempt from registration • Income-restricted housing affordable to households earning less than 60% of area median income must register but are exempt from registration fee.

Fee and Costs

Topic	Proposal
Fee	$30/unit fee each year as part of the annual rental registration process
Incentive	To encourage initial registration, the City will waive the first-year registration fee if property is registered within first 90 days of program launch.
Marketing, Education and Outreach	The City will work with partners to perform extensive communication and outreach prior to launch; replaced by ongoing education and mailing costs. The new code requires housing providers to notify tenants about the registration program and resources available.
Staff Cost Assumption	The City will provide staff support in four roles: • Rental registration program coordination and reporting • Special licensing/accounting assistance • Code enforcement (for auditing, failed unit referrals) • Program Support specialist
Relocation Set Aside	Funded through annual registration fees; goal of $50k in fund

Registration Information

Property owners will:

- display copy of registration at property
- provide tenants with written information regarding registration program and resources at lease up

New City website will provide:

- listing of registered properties
- registration instructions and FAQ
- information on landlord and tenant resources

Community Awareness Strategy

Targeted Communication

- Community partners
- Rental housing associations
- Property management firms

General Public Information

- Online: website, social media, webinars
- Publish: Columbian, neighborhood newsletters
- Direct mail: notices to rental property owners
- In-person: community events

Estimated Timeline for Program Implementation

- **Q4 2024** — Council review and endorsement of program recommendations
- **Q1 2025** — Internal implementation work group meetings
- **Q2 2025** — Council action on VMC; Begin community awareness campaign
- **Q3 2025** — Registration software testing
- **Q4 2025** — Registration opens
- **Q1 2026**
- **Q3 2026** — Finalize inspection requirements; Initial inspection notices sent
- **Q4 2026**

Requested Action

Approve ordinance creating Chapter 5.08 of the Vancouver Municipal Code establishing a Residential Rental Registration Program, and amending VMC 22.01.030 to include this new chapter under City enforcement provisions.

06/02/2025 (Date of First Reading)

06/09/2025 (Date of Public Hearing)

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE of the City of Vancouver relating to the creation of a rental registration program; adopting a new Chapter 5.08 to the Vancouver Municipal Code; enacting new sections VMC 5.08.010, 5.08.020, 5.08.030, 5.08.040, 5.08.050, 5.08.060, 5.08.070, 5.08.080, 5.08.090, 5.08.100, 5.08.110, and 5.08.120; amending VMC 22.01.030; providing for the implementation of the rental registration program; providing for severability; and setting an effective date.

WHEREAS, Washington State law 59.18.125 RCW authorizes cities to require that landlords provide a certificate of inspection as a business license condition, and

WHEREAS, the City of Vancouver has repeatedly received feedback from community stakeholders about protecting vulnerable renters, minimizing displacement, preventing deterioration of housing stock, and supporting healthy and safe living conditions; and

WHEREAS, rental registration and inspection programs were recommended in the 2016 Affordable Housing Task Force Report, the 2019 RESIDE Vancouver Plan, and the City's 2021 Equitable Development Strategy; and

WHEREAS, the City lacks comprehensive rental housing data needed to understand housing availability, market conditions, affordability and trends; and

WHEREAS, City Council supported the creation of a community Rental Habitability Workgroup, consisting of landlords, tenants, property management companies, attorneys, housing service providers, the Vancouver Housing Authority, and state landlord associations representatives; and

WHEREAS, the City researched other programs throughout the state to advise the Habitability Workgroup on options and ideas to consider based on Vancouver's needs and conditions; and

WHEREAS, the Habitability Workgroup developed recommendations regarding annual registration, cost recovery, periodic inspection requirements, and outreach and education.

WHEREAS, the City Council adopts and incorporates by reference Staff Report SR ___ and finds that the adoption of a Rental Registration and Inspection program set forth in this Ordinance will promote the general welfare and safety of the people of Vancouver, and will create a process to regularly collect rental housing data in the City; and

WHEREAS, with proper notice to the public, the Vancouver City Council conducted a first reading of the proposed ordinance on June 2, 2025, and a public hearing concerning the ordinance and proposed code changes on June 9, 2025.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. The intent of this Ordinance is to create a new chapter under Title 5 of the Vancouver Municipal Code to implement rental registration provisions pursuant to RCW 59.18.

Section 2. A new chapter is created in Title 5 VMC, to be codified as chapter 5.08 VMC, which shall be entitled "Rental Housing Registration."

Section 3. A new section is enacted and added to chapter 5.08 VMC, to be codified at VMC 5.08.010, and shall read as follows:

5.08.010 Purpose.

The purpose of this chapter is to improve the quality, safety, and accountability of rental housing within Vancouver. A comprehensive database of rental properties will help ensure compliance with housing standards while providing data to support effective policy decisions. The provisions in this Chapter balance the needs of the landlord, tenant, and the City to ensure safe, healthy, and thriving rental housing within the City's municipal boundaries.

Section 4. A new section is enacted and added to chapter 5.08 VMC, to be codified at VMC 5.08.020, and shall read as follows:

5.08.020 Definitions.

A. Unless specifically defined below, words or phrases used in this chapter shall be interpreted using the meaning they have in common usage and to give this chapter its most reasonable application.

B. "Accessory dwelling unit" or "ADU" means a second, subordinate housing unit that is accessory to a single-family residence and meets the definition and requirements of VMC 20.810 for accessory dwellings.

C. "Declaration of compliance" means a statement submitted to the City by a rental property owner or landlord that certifies that, to the best of such person's knowledge, each rental unit complies with the requirements and standards of this Chapter and Chapter 59.18 RCW, and that there are no conditions presented in any rental unit that endanger or impair the health or safety of a tenant.

D. "Department" means the City of Vancouver Department of Economic Prosperity & Housing.

E. "Director" means the Director of the Department of Economic Prosperity & Housing, or the Director's designee.

F. "Housing unit" means any structure or part of a structure that is used or may be used by one or more persons as a home, residence, dwelling, or sleeping place; including but not limited to single-family residences, duplexes, triplexes, and fourplexes; multi-family units, apartment units, condominium units, single-room occupancy units, and accessory-dwelling units; and any other structure having similar living accommodations.

G. "Landlord" means a landlord as defined in RCW 59.18.030 and RCW 59.18.040 of the Residential Landlord Tenant Act of 1973 ("RLTA"), as amended, in effect at the time the rental agreement is executed or occurs.

H. "Mobile home" means a mobile home or a manufactured home as defined in Chapter 59.20 RCW.

I. "Owner" means an owner as defined in RCW 59.18.030 and RCW 59.18.040 of the Residential Landlord Tenant Act of 1973 ("RLTA"), as amended, in effect at the time the rental agreement is executed or occurs.

J. "Rental registration license" means a registration issued under this Chapter 5.08 VMC.

K. "Rental unit" means a housing unit that is or may be available for rent, or is occupied or rented by a tenant or subtenant in exchange for any form of consideration.

L. "Rental property" means a single parcel with one or more rental units made available for rent or rented by the same landlord.

M. "Rental property complex" means contiguous parcels with rental units rented by the same landlord as a single rental property.

N. "Shelter" means a facility with overnight sleeping accommodations, owned, operated, or managed by a nonprofit organization or governmental entity, the primary purpose of which is to provide temporary shelter for people who are homeless in general or for specific populations of people who are homeless.

O. "Single-family residence" means a single unit providing complete, independent living facilities for a household, including permanent provisions for living, sleeping, cooking, and sanitation.

P. "Tenant" means a person or household granted temporary use of a rental unit pursuant to a rental agreement.

Q. "Unit" means any structure or part of a structure, which is used as a home, residence or sleeping place by one or more persons, including but not limited to, single-family residences, duplexes, triplexes, fourplexes, multi-family dwellings, apartment buildings, condominiums, mobile homes and similar living accommodations.

R. "Unit unavailable for rent" means a unit whose owner has filed a statement signed under penalty of perjury that such unit is not offered or available for rent as a rental unit and that prior to offering or making the unit available as a rental unit, the owner will apply for a Residential Rental License and comply with any applicable administrative regulations adopted pursuant to this chapter.

Section 5. A new section is enacted and added to chapter 5.08 VMC, to be codified at VMC 5.08.030, and shall read as follows:

5.08.030 Rental registration license fee.

Owners and operators of residential rental properties must secure a business license consistent with chapter 5.04 VMC. In addition to the business license, a rental registration license and payment of a rental registration license fee under the provisions of this chapter shall be required. Revenue from the rental registration license fee shall be used to support the administration of the rental registration program and to advance initiatives that benefit rental property owners and tenants, including efforts to increase the supply and quality of rental housing in the City of Vancouver.

A. A rental registration license fee is hereby imposed upon and shall be collected from every person owning and operating a Rental Unit subject to registration in the City of Vancouver pursuant to VMC 5.08.050. The amount of the fee shall be thirty ($30) dollars per rental unit per calendar year, payable in advance to the City of Vancouver on January 15th of each year. The provisions of this subsection shall be deemed an exercise of the power of the city to license for revenue.

B. No registration fee shall be required for rental units that are, as a result of a covenant to a governmental unit, income and rent restricted to remain affordable to households earning less than 60% of area median income. This exemption does not apply once the affordability period in the applicable covenant expires.

Section 6. A new section is enacted and added to chapter 5.08 VMC, to be codified at VMC 5.08.040, and shall read as follows:

5.08.040 Penalties.

The Director, for good cause shown, may extend the time for making and filing any application as required under this chapter and may grant such reasonable additional time within which to file such applications as he or she may deem proper; provided, that any extensions in excess of thirty (30) days shall be conditioned upon payment of interest of one-half of one (1.5%) percent for each thirty (30) days or portion thereof on the amount of the fee from the date upon which said fee became due. If payment of any fee due under this chapter is not received by the Director by the last day of the month in which such fee becomes due, there shall be added to such fee a penalty of ten (10%) percent of the amount of the fee, but in no case shall the penalty be less than ten ($10) dollars. The Director shall notify the landlord by mail of the amount of any penalties so added or assessed and the same shall become due and shall be paid within sixteen (16) days from the date of such notice. The Director is authorized, but not obligated, to waive all or a portion of the penalties provided herein in the event that the Director determines that the late payment was the result of excusable neglect.

Section 6. A new section is enacted and added to chapter 5.08 VMC, to be codified at VMC 5.08.050, and shall read as follows:

5.08.050 Scope.

The registration provisions of this chapter shall apply to all rental units, with the exception of:

A. Owner-occupied single-family residences without an accessory dwelling unit;

B. An owner-occupied mobile home;

C. Housing units lawfully used as short-term rentals as defined in VMC 20.835;

D. Units unavailable for rent;

E. Housing accommodations in hotels, motels, inns or any facility such as a condominium, resort, or other facility or place offering lodging units to guests for periods of less than 30 days; provided, that if any guest resides for a period of 30 days or more, then such facility shall be subject to this chapter;

F. Housing units in any state licensed hospital, hospice, community-care facility, supported living, intermediate care facility, extended medical care facility, assisted living facility or nursing home;

G. Housing accommodations in any convent, monastery or other facility occupied exclusively by members of a religious order;

H. Shelter facilities with overnight sleeping accommodations, owned, operated, or managed by a nonprofit agency or governmental entity to provide temporary shelter for persons experiencing homelessness.

Section 7. A new section is enacted and added to chapter 5.08 VMC, to be codified at VMC 5.08.060, and shall read as follows:

5.08.060 Residential Rental Registration License Requirement.

A. Beginning January 1, 2026, no person shall make available for rent, rent, lease, or let, to the public any residential housing unit without registering and maintaining registration of the rental property at which the unit is located.

B. Every rental unit owner shall obtain an annual residential rental registration license, pursuant to Chapter 5.08 VMC prior to operating, leasing or causing to be leased a rental unit.

C. The registration shall identify all rental housing units on the property and shall be the only registration required for the rental housing units on the property. For condominiums and cooperatives, the property required to be registered shall be the individual housing unit being rented, and common areas accessible to the tenant of the housing unit, and not the entire condominium building, cooperative building, or development. If a property owner owns more than one housing unit in a condominium or cooperative building, the owner may submit a single registration application for the units owned in the building.

D. A rental registration license is valid for the calendar year in which it was issued and expires on December 31st.

E. The residential rental housing registration for a rental unit is transferable to any person who acquires ownership of a registered rental unit for the unexpired portion of the one-year term for which it was issued.

F. Rental unit owners must file a written application annually with the Department for each rental property to be leased. To be considered for approval, residential rental registration applications must be complete and include:

    1. Completed and signed Rental Registration Application provided by the City, including a declaration that all units registered are fit for human habitation in compliance with RCW 59.18.060.
    2. Appropriate rental registration license fee as set forth in VMC 5.08.030.

G. An application for a rental housing registration shall be made to the Department on forms provided by the Department. The application shall include, but is not limited to:

    1. The name, address, and age of the property;
    2. The name, address, and telephone number of the property owners;
    3. The name, address, and telephone number of the registration applicant if different from the property owners;
    4. The name, address, and telephone number of the person or entity the tenant is to contact when requesting repairs be made to their rental housing unit, and the contact person's business relationship to the owner;
    5. A list of all rental housing units on the property, identified by a means unique to each unit, that are being rented or are available for rent ;
    6. A declaration of compliance from the owner or owner's agent, declaring that all housing units that are being rented or are available for rent, are listed in the registration

application and meet, or will meet, the standards under RCW 59.18.060 before the units are rented.

H. The rental housing registration shall be issued to the property owner identified on the registration application filed with the Department.

I. No rental unit may be offered for rent without a valid rental registration license.

J. Renewal. A landlord shall renew a rental registration license for the next calendar year on or before January 1st by submitting a renewal application on a form provided by the City, updating any information as necessary, and paying the annual registration fee. Any person who fails to submit the required documentation and pay the renewal registration fee (unless exempt) shall be subject to late fee penalties and interest pursuant to VMC 5.08.040.

K. Transfer of Ownership. The new owner of a registered property shall, within 60 days after the sale is closed on a registered property, provide the City with updated registration information required by VMC 5.08.060(G)(2-4) and provide notice of the updated registration received from the Department according to VMC 5.08.060(L). When property is held in common with multiple owners, the registration shall be updated when more than 50 percent of the ownership changes.

L. Display of Registration. Within 30 days after the Department issues a rental registration, a copy of the current registration shall be delivered by the property owner or owner's agent to the tenants in each rental housing unit or shall be posted by the property owner or owner's agent and remain posted in one or more places readily visible to all tenants. A copy of the current registration shall be provided by the property owner or owner's agent to all new tenants at or before the time they take possession of the rental housing unit.

M. Registration Information. The department will maintain information regarding rental properties that have valid registration and will make such information available to the public.

Section 8. A new section is enacted and added to chapter 5.08 VMC, to be codified at VMC 5.08.070, and shall read as follows:

5.08.070 Provision and posting of tenants' rights and program information.

The landlord or their authorized representative must provide to each new tenant, at the time the lease or rental agreement is signed, or the tenancy otherwise commences, written information regarding rental registration as well as tenant rights and resources. The Department is authorized to publish the written information to be provided to the tenant under this subsection and shall make such information available to owners for this purpose. The Department will also provide and advertise a website for owners, property managers and tenants regarding rental resources, laws and rights and responsibilities. The Department is further authorized to create outreach and instructional classes for owners, property managers and tenants regarding the requirements of this program.

Section 9. A new section is enacted and added to chapter 5.08 VMC, to be codified at VMC 5.08.080, and shall read as follows:

5.08.080 Authority and administration.

A. The Director shall be responsible for enforcement and administration of this ordinance.

B. The Director is authorized to adopt, publish and enforce rules, regulations and forms consistent with this chapter for the purpose of carrying out the provisions of this chapter, and it is unlawful to violate or fail to comply with any such rule or regulation.

C. The provisions of this chapter shall be interpreted in a manner that is consistent with the provisions of Chapter 59.18 RCW.

D. The Director shall conduct an annual review of the Residential Rental Registration Program and shall submit an annual report of the program's effectiveness to the City Council.

Section 10. A new section is enacted and added to chapter 5.08 VMC, to be codified at VMC 5.08.090, and shall read as follows:

5.08.090 Registration denial, suspension, or revocation.

A. In addition to the code enforcement penalties provided for by Title 22 VMC, the registration of any rental property may be denied, suspended or revoked by the Director based on one or more of the following grounds:

  1. The registration was procured by fraud or false representation of fact;
  2. The application submitted was incomplete; or
  3. The declaration of compliance submitted was known, or should have been known, to be false;
  4. The applicant or registration holder has failed to comply with any of the provisions of this chapter;
  5. The applicant or registration holder is in default in any fee due to the city under this chapter;
  6. The continued operation of any rental housing unit at the rental property will result in danger to public health, safety, or welfare by reason of any of the following:
     a) The city is provided notice of a violation of the building code, the fire code, or violations of any other applicable city code or state law which endangers or impairs the health or safety of the tenant.

b) The applicant or registration holder has been convicted of a crime which bears a direct relationship to the operation of a residential housing unit under the residential rental registration issued pursuant to this chapter.

B. If the registration of any rental property is denied, or the registration license is suspended or revoked, the Department shall notify the owner in writing by mailing the denial or revocation notice by first-class mail to all owner and agent addresses identified in the registration application. The notice will state the reason for denial, suspension or revocation, that enforcement action is contemplated, and that such person shall have a specified period of time in which to correct the violation.

C. The rental property will be granted registration only after:

1. Any and all deficiencies on which the suspension, revocation, or denial were based have been corrected;
2. The applicant pays the appropriate registration fee under VMC 5.08.030 and any late fees per VMC 5.08.040.

Section 11. A new section is enacted and added to chapter 5.08 VMC, to be codified at VMC 5.08.100, and shall read as follows:

5.08.100 Appeals.

A. The owner may appeal the denial, suspension, revocation, or other decision of the Director pursuant to the appeal procedures set forth in VMC 5.01.140, provided that the "Director" for purposes of such appeals shall be the Director of Economic Prosperity and Housing.

B. An owner's failure to strictly comply with the procedures of VMC 5.01.140, as modified by this section, shall constitute a waiver of any challenge, administrative or judicial, of any determination, decision, or interpretation by the Director under this chapter.

Section 12. A new section is enacted and added to chapter 5.08 VMC, to be codified at VMC 5.08.110, and shall read as follows:

5.08.110 Immunity, No Warranty by City, and No Private Right of Action

A. The purpose of this chapter is to promote the safety and welfare of the general public and not to create or designate any particular class of persons who will or should be specially protected by its terms. Nothing contained in this chapter is intended nor shall be construed to create any liability on the part of the city or its employees for any injury or damage resulting from the failure of an owner, landlord, inspector, or other individual to comply with the provisions of this chapter, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of this chapter on the part of the city or its employees.

B. By enacting and undertaking to enforce this program, the City, City Council, its agents and employees do not warrant or guarantee the safety, fitness or suitability of any dwelling in the City or any unit under this program. Owners and occupants should take whatever steps they deem appropriate to protect their interests, health, safety and welfare. Nothing contained in this chapter is intended to create a private right of action.

C. Nothing in this ordinance shall limit the City's ability to inspect properties and issue citations for property-related conditions that may constitute an immediate health or safety threat.

Section 14 . Chapter 22.01.030 VMC (as last amended by Ord. M-4092 **§ 3 in 2014) shall be amended to read as follows:**

The enforcement provisions of Title 22 shall apply to the following substantive VMC chapters and titles:

VMC chapter 5.08, Rental Housing Registration

VMC chapter 5.20, Display of Paraphernalia

VMC chapter 5.62, Commercial recycling;

VMC chapter 5.76, Taxi Code.

VMC chapter 5.85, Ambulances

VMC chapter 6.12, Garbage disposal;

VMC chapter 8.20, Nuisances;

VMC chapter 8.52, False Alarms, for the purposes of criminalizing the violation under 22.02.020 and for purposes of the appeal procedures under VMC chapter 22.03 only;

VMC chapter 11.20, Newsracks;

VMC chapter 11.30, Street frontage maintenance;

VMC chapter 11.40, Traffic control code;

VMC chapter 11.50, Utilities in the right of way;

VMC chapter 11.60, Street Use Permits;

VMC chapter 11.80, Street standards;

VMC chapter 11.90, Construction in the right-of-way;

VMC chapter 12.04, Street trees;

VMC chapter 14.04, Water and Sewer Use – Regulations and Charges;

VMC chapter 14.08, Connection to Public Sewers;

VMC chapter 14.09, Stormwater Management – Regulations and Charges;

VMC chapter 14.24, Erosion control;

VMC chapter 14.25, Stormwater control;

VMC chapter 14.26; Water resources protection;

VMC chapter 16.04, Firecode;

VMC chapter 16.20, Fireworks;

VMC chapter 16.30, Consumer fireworks;

All chapters in Title 17 of the VMC, but not including VMC chapter 17.39. Title 22 shall not limit any corrective actions or remedies contained in Title 17 of the VMC;

VMC Title 20, Development code, except that Title 22 shall not apply to the damages calculations under VMC chapter 20.770, Tree Conservation, but shall apply to 20.770 for the purposes of enforcement procedures under VMC chapter 22.02 and the appeal procedures under VMC chapter 22.03.

Section 15. Rental Registration License Fee Waiver. Notwithstanding any other provisions of this Ordinance, Rental properties registered within 90 days of the date the City's online registration system becomes publicly available shall be exempt from paying the rental registration fees imposed by VMC 5.08.040 for 2026. This temporary fee waiver is intended to encourage early compliance and support the implementation of the rental registration program.

Section 16. Director Authority During Implementation Period. Until December 31, 2026, the Director shall have the authority to administratively extend the January 1, 2026 deadline for rental registration to allow for program implementation as well as the authority to waive, in whole or in part, penalties and interest associated with late registration. The Director may establish general criteria or administrative guidelines under which such waivers may be granted, including but not limited to delayed awareness of program requirements, technical challenges, or other good cause. Waivers issued under this section shall not require individualized findings unless otherwise determined necessary by the Director.

Section 17. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 18. Effective Date. This ordinance shall become effective on January 1, 2026.

DATE OF FINAL PASSAGE at a Regular Meeting of the Vancouver City Council: ___________________________.

SIGNED this ________ day of _________________________, 20__.

____

Anne McEnerny-Ogle, Mayor

Attest:

____

Natasha Ramras, City Clerk

Approved as to form:

____

Nena Cook, City Attorney

SUMMARY

ORDINANCE NO. __________

AN ORDINANCE of the City of Vancouver relating to the creation of a rental registration program; adopting a new Chapter 5.08 to the Vancouver Municipal Code; enacting new sections VMC 5.08.010, 5.08.020, 5.08.030, 5.08.040, 5.08.050, 5.08.060, 5.08.070, 5.08.080, 5.08.090, 5.08.100, 5.08.110, and 5.08.120; amending VMC 22.01.030; providing for the implementation of the rental registration program; providing for severability; and setting an effective date.

The full text of this ordinance will be mailed upon request. Contact public records staff at (360) 487-8480, citypdr@cityofvancouver.us, or via Public Records Request -The City of Vancouver, WA.

To: Mayor and City Council
From: Mayor
Date: June 2, 2025

Subject
Parks and Recreation Advisory Commission Appointment

Present Situation
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 McEnerny-Ogle recommends the reappointment of Valerie Striplin and Angilo Fletcher to full-term positions that would begin July 31, 2025, and expire July 31, 2028.

Action Requested
On Monday, Monday, June 2, 2025, reappoint Valerie Striplin and Angilo Fletcher to a full-term positions on the Parks and Recreation Advisory Commission, with a terms beginning July 31, 2025 and expiring July 31, 2028.

Mayor McEnerny-Ogle

CITY OF
Vancouver
WASHINGTON

MEMORANDUM

DATE: June 2, 2025

TO: Mayor and City Councilmembers

FROM: Mayor McEnerny-Ogle

CC: Lon Pluckhahn, City Manager
Tawny Maruhn, Boards & Commissions

RE: **Recommendation for Appointments to the Parks and Recreation Advisory Commission**

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 McEnerny-Ogle recommends the reappointment of Valerie Striplin and Angilo Fletcher to full-term positions that would begin July 31, 2025, and expire July 31, 2028.

The appointment will be presented for Council action at the **Monday, June 2,** Council meeting.

May 7th, 2025

City of Vancouver
City Council Committee
PO Box 1995
Vancouver, WA 98668

RE: Letter of Continued Interest – Parks & Recreation Advisory Commission

Dear Council Committee,

It has been my honor to serve as the Vice Chair of the Parks & Recreation Advisory Commission for the past 4 years. Please accept this letter of continued interest as my formal application for reappointment.

I believe that my participation on the Park & Recreation Advisory Commission has benefitted its work in the following ways:

- Providing community input
- Stressing the need for fiscal responsibility with our PRAC budget
- Being a voice of reason from an outside perspective
- Offering my expertise in the financial industry as a good second eye on financial decisions brought to PRAC
- Offering a "VOTE" on proposals while challenging the details and not just accepting everything that comes to the commission as a good idea.
    - AKA, not being afraid to say NO.

Once again, it has been my honor to serve the Parks & Recreation Advisory Commission. I hope that you will grant my request for reappointment.

Thank you in advance for your consideration.

Sincerely,

Angilo K. Fletcher
Vice Chair – PRAC

May 6, 2025

City of Vancouver
City Council Committee
PO Box 1995
Vancouver, WA 98668

RE: Letter of Continued Interest – Parks and Recreation Advisory Commission

Dear Council Committee,

It has been my honor to serve the Parks and Recreation Advisory Commission for the past seven months. Please accept this letter of continued interest as my formal application for reappointment. I believe that my participation has positively contributed to the commission's work in the following ways:

- Advocating for Vancouver's designation as a Bee City
- Offering thoughtful input on future land use initiatives
- Championing alternatives to proposed program and staffing cuts at our community centers

I am proud of what the commission has accomplished during my term and remain deeply committed to supporting the completion of our current park projects. It has been inspiring to witness the dedication behind these initiatives, and I look forward to seeing them fully realized.

Once again, it has been a privilege to serve. I respectfully request your consideration for reappointment to continue contributing to this important work.

Thank you for your time and consideration.

Sincerely,

Valerie Striplin (She/Her)

Parks and Recreation Advisory Commission

Position	Term	Name & Address	Phone
1	12-31-2024	Stephen Wille 704 NE Countryside Drive, Vancouver, WA 98684 sawille1@gmail.com	503-880-4453
2	07-31-2024	Jaynee Cavaness 18112 SE 41st Way, Vancouver, WA 98683 jayneehaygood@mac.com	360-718-1564
3	10-07-2024	James Luce 310 Pasadena Way, Vancouver, WA 98661 lucefamily@comcast.net	360-907-3323
4	07-31-2021	Angilo Fletcher 12004 NE 33rd St, Vancouver, WA 98682 Fletcher.angilo@gmail.com	360-624-7407
5	07-31-2024	Jeremy Robbins 3708 NE 99th Ave , Vancouver, WA 98662 jjrawbenz@gmail.com	503-290-6999
6	10-07-2024	Valerie Striplin 14014 SE 20th Way, Vancouver, WA 98683 vxstriplin@gmail.com	5035473330
7	07-01-2014	Syble Crow 816 Grove Street, Apt C , Vancouver, WA 98661 kerry@sakura39ers.org	360-844-0692
8	12-01-2021	Cale Piland EPS - PO BOX 8910 , Vancouver, WA 98668 caleb.piland@evergreenps.org	360-604-4000
9	01-01-2024	AJ Panter VPS - 2901 Falk Rd., Vancouver, WA 98661	
10	11-20-2023	Jenny Thompson 11103 NE 22nd St , Vancouver, WA 98684 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

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Stephen Wille	10/07/2024	1	07/31/2027
2	Jaynee Cavaness	07/15/2024	3	07/31/2027
3	James Luce	10/07/2024	1	07/31/2026
4	Angilo Fletcher	07/31/2021	1	07/31/2024
5	Jeremy Robbins	07/15/2024	1	07/31/2027
6	Valerie Striplin	10/07/2024	1	07/31/2025
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: June 2, 2025

Subject
Approval of Claim Vouchers

Key Points

- *(Provide text to describe what approval of this item would do / what would the project do. This should give the who/what/why and provide quick talking points for others reading it. Keep to 5 bullet points or less.)*

Strategic Plan Alignment
(Select Strategic Plan Alignment from available Text Snippets in editing menu for this section.)

Present Situation
(Description of the item with any background information, community outreach details, importance of the item approval, and other information pertinent to Council review)

Advantage(s)

1. *(any opportunities for the community, including equity, stewardship, climate and resilience, and community safety)*

Challenge(s)

1. *(any challenges for the community, including equity, stewardship, climate and resilience, and community safety)*

Budget Impact
(please note any impacts to the budget or note that there is no budget impact)

Prior Council Review
(List any prior review from Council, including memos, communications, workshops and other reviews by Council)

Action Requested
Approve claim vouchers for June 2, 2025.

Staff Contact
,

Attachments:

1. June 2, 2025 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:

$ 22,272,308.16 **this 2nd day of June 2025.**

MAYOR

COUNCILMEMBER

Cyndi A. Turner Digitally signed by Cyndi A. Turner Date: 2025.05.27 13:57:11 -07'00'

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
May 12, 2025 - May 25, 2025	Accounts Payable Checks (see attached)	**$ 17,872,659.30**
May 12, 2025 - May 25, 2025	Hansen City Payments (see attached)	**$ 12,961.12**
May 12, 2025 - May 25, 2025	Visa Refunds (see attached)	**$ 3,306.31**
May 12, 2025 - May 25, 2025	Payroll Checks (see attached)	**$ 4,383,381.43**
TOTAL		**$ 22,272,308.16**

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Expense Payment	Check	25297	5/14/2025	264.60	Jason Nortz	Employee Reimbursement
Ad Hoc Payment	Check	25298	5/14/2025	105.20	Altunkara,Laura	15806 NE 76TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	25299	5/14/2025	9.15	Baseman,Quinton	1919 NE 117TH CT ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	25300	5/14/2025	151.45	Brock,Herbert	10712 NE 96TH ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	25301	5/14/2025	174.00	Broten,Janice or Jason	10106 NE 159TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	25302	5/14/2025	167.00	Colbo,Michael or Consuelo	3518 NE 161ST AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	25303	5/14/2025	313.53	Crepeau,Nancy	2508 SE BALBOA DR ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	25304	5/14/2025	140.00	Crystal McMonnies or Erick Navetta	1013 Z ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	25305	5/14/2025	187.55	Darrow,Yazmin or Zachary	15107 NE 87TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	25306	5/14/2025	176.66	Gage,Shannon	17412 SE 28TH ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	25307	5/14/2025	1,603.23	Idaho Properties North Llc	7808 NE 94TH AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	25308	5/14/2025	142.91	Kelly,Patrick	2110 NE 181ST AVE ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	25309	5/14/2025	88.08	Lorenzo A Jr or Mirelda Villagomez	7614 NE 147TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	25310	5/14/2025	64.84	McCann,Kathleen J	2123 NE 78TH AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	25311	5/14/2025	159.86	Mynd Management Inc	12515 NE 24TH ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	25312	5/14/2025	162.11	Robert S Halbert or Bradley P Coiteux	3721 CLARK AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	25313	5/14/2025	51.24	The Estate of Cheryl L Hayden	812 SE 103RD AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	25314	5/14/2025	147.30	The Management Group Inc	9503 NE 6TH ST ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	25315	5/14/2025	147.30	Zenith Properties NW LLC	5911 NE 62ND ST ,VANCOUVER,WA,98661
Miscellaneous Payment	Check	25316	5/14/2025	100.00	Airport Green Neighborhood Association	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	25317	5/14/2025	59.00	Columbia River Mental Health Services	Refund duplicate payment to INV#77073682
Miscellaneous Payment	Check	25318	5/14/2025	59.00	Crossroads Community Church	Refund duplicate payment to INV#77075497
Miscellaneous Payment	Check	25319	5/14/2025	100.00	East Mill Plain Neighborhood Association	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	25320	5/14/2025	100.00	Emerald Landing Neighborhood Association	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	25321	5/14/2025	100.00	Fircrest Neighborhood Association	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	25322	5/14/2025	100.00	Northfield Neighborhood Association	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	25323	5/14/2025	120.00	Parkway East Neighborhood Association	2025 RecycleU
Miscellaneous Payment	Check	25324	5/14/2025	24,500.74	PDXcavation	Fernando Paz Galindo (4207 NE Saint Johns Rd) Invoice # 1133-1
Miscellaneous Payment	Check	25325	5/14/2025	100.00	Village at Fisher's Landing Neighborhood Association	2025 Resource Conservation Challenge
Supplier Payment	Check	25326	5/14/2025	877.50	Afghan Associates Inc	
Supplier Payment	Check	25327	5/14/2025	11.20	Airgas, Inc	
Supplier Payment	Check	25328	5/14/2025	1,110.76	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	25329	5/14/2025	3,472.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	25330	5/14/2025	142.80	American Sani-Can	
Supplier Payment	Check	25331	5/14/2025	4,103.43	Anderson Glass Co	
Supplier Payment	Check	25332	5/14/2025	6,901.24	Arborscape Ltd Inc	
Supplier Payment	Check	25333	5/14/2025	600.00	Atlas Laboratories Inc.	
Supplier Payment	Check	25334	5/14/2025	61,798.84	Bud Clary Chevrolet, Cadillac Inc	
Supplier Payment	Check	25335	5/14/2025	274.23	Carahsoft Technology	
Supplier Payment	Check	25336	5/14/2025	24,421.19	Car Toys, Inc.	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	25337	5/14/2025	22,751.28	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	25338	5/14/2025	1,698.00	City Bark & Recycling LLC	
Supplier Payment	Check	25339	5/14/2025	21,401.25	Clark County Fire District 5	
Supplier Payment	Check	25340	5/14/2025	1,368,575.25	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	25341	5/14/2025	113.61	Clifford & Martin, Inc	
Supplier Payment	Check	25342	5/14/2025	100,000.00	Columbia Non-Profit Housing	
Supplier Payment	Check	25343	5/14/2025	4,080.00	Columbia Precast Products, LLC	
Supplier Payment	Check	25344	5/14/2025	6,870.29	Columbia Resource Company	
Supplier Payment	Check	25345	5/14/2025	1,789.25	Columbia Resource Company	
Supplier Payment	Check	25346	5/14/2025	1,971.36	Community Foundation for Southwest Washington	
Supplier Payment	Check	25347	5/14/2025	1,000.00	Community in Motion	
Supplier Payment	Check	25348	5/14/2025	1,348.34	Connecta Satellite Solutions LLC	
Supplier Payment	Check	25349	5/14/2025	271.75	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	25350	5/14/2025	605.64	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	25351	5/14/2025	1,826.09	Epic Land Solutions, Inc.	
Supplier Payment	Check	25352	5/14/2025	450.00	Eric Thomas Lanciault	
Supplier Payment	Check	25353	5/14/2025	600.00	Evan W. Shlaes	
Supplier Payment	Check	25354	5/14/2025	14,130.48	Everon, LLC	
Supplier Payment	Check	25355	5/14/2025	5,035.37	FFA Architecture and Interiors, Inc	
Supplier Payment	Check	25356	5/14/2025	380.10	Fidelity National Title Co of Washington	
Supplier Payment	Check	25357	5/14/2025	16,860.88	GBD Architects	
Supplier Payment	Check	25358	5/14/2025	8,704.00	Global Payments Inc	
Supplier Payment	Check	25359	5/14/2025	44,722.01	GreenWorks, P.C.	
Supplier Payment	Check	25360	5/14/2025	3,727.50	Gunderson Services LLC	
Supplier Payment	Check	25361	5/14/2025	12,996.25	GVP Ventures Inc	
Supplier Payment	Check	25362	5/14/2025	30,917.58	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	25363	5/14/2025	11,178.19	HDJ Design Group	
Supplier Payment	Check	25364	5/14/2025	1,990.03	Invintus Media LLC	
Supplier Payment	Check	25365	5/14/2025	2,751.34	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	25366	5/14/2025	4,446.27	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	25367	5/14/2025	4,664.53	Language Line Services, Inc.	
Supplier Payment	Check	25368	5/14/2025	9,043.91	Lexipol LLC	
Supplier Payment	Check	25369	5/14/2025	3,195.00	LSW Architects PC	
Supplier Payment	Check	25370	5/14/2025	351,923.10	Mallory Safety & Supply LLC	
Supplier Payment	Check	25371	5/14/2025	6,296.25	Maul Foster & Alongi Inc	
Supplier Payment	Check	25372	5/14/2025	605,469.64	Midway Underground LLC	
Supplier Payment	Check	25373	5/14/2025	33,908.34	Motorola Solutions Inc	
Supplier Payment	Check	25374	5/14/2025	2,539.79	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	25375	5/14/2025	76,600.59	Open House Ministries	
Supplier Payment	Check	25376	5/14/2025	23,080.62	Origami Risk LLC	
Supplier Payment	Check	25377	5/14/2025	32,852.50	Parametrix, Inc	
Supplier Payment	Check	25378	5/14/2025	937.50	PDH Creative	
Supplier Payment	Check	25379	5/14/2025	8,425.62	Performance Systems Integration, LLC - Remit-To: Performance Systems Integration, LLC	
Supplier Payment	Check	25380	5/14/2025	3,000.00	Petty Cash Custodian - Remit-To: Spencer Harris	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	25381	5/14/2025	718.88	PPC Solutions Inc	
Supplier Payment	Check	25382	5/14/2025	2,942.61	Qwest Corporation - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	25383	5/14/2025	774.87	S&B Inc	
Supplier Payment	Check	25384	5/14/2025	102,245.49	Share	
Supplier Payment	Check	25385	5/14/2025	10.73	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	25386	5/14/2025	10,306.00	Stacy Cecchet PHD	
Supplier Payment	Check	25387	5/14/2025	541,906.56	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	25388	5/14/2025	129,266.49	State of Washington Department of Labor and Industries - Remit-To: Self-Insurance Section	
Supplier Payment	Check	25389	5/14/2025	75.00	State of Washington Department of Labor and Industries - Remit-To: State of WA LNI - Explosives Licensing	
Supplier Payment	Check	25390	5/14/2025	301.48	State of Washington Department of Licensing - Remit-To: Notary Public Program	
Supplier Payment	Check	25391	5/14/2025	1,719.78	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Check	25392	5/14/2025	1,066.74	State of Washington Department of Transportation - Remit-To: WADOT - 11018 NE 51st Cir.	
Supplier Payment	Check	25393	5/14/2025	183,789.97	TCF Architecture, PLLC	
Supplier Payment	Check	25394	5/14/2025	1,485.00	Touma Inc	
Supplier Payment	Check	25395	5/14/2025	2,877.83	Traffic Safety Supply Co Inc	
Supplier Payment	Check	25396	5/14/2025	2,520.00	Triangle Resources Inc	
Supplier Payment	Check	25397	5/14/2025	13,741.99	UKG Kronos Systems LLC - Remit-To: Atlanta	
Supplier Payment	Check	25398	5/14/2025	105.10	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	25399	5/14/2025	81.60	W.B. Sprague Co. Inc.	
Supplier Payment	Check	25400	5/14/2025	245.64	Washington State Healthcare Authority	
Supplier Payment	Check	25401	5/14/2025	79.48	Western Conference of Teamsters	
Supplier Payment	Check	25402	5/14/2025	13,023.00	West Yost & Associates Inc.	
Supplier Payment	Check	25403	5/14/2025	42,936.30	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Cash Advance Payment	Check	25404	5/21/2025	403.00	Sharon Carey-Stronck	
Miscellaneous Payment	Check	25405	5/21/2025	140.44	Amber Schiefelbein	Reissue payroll payment
Miscellaneous Payment	Check	25406	5/21/2025	61.29	Amy Nijjar	Refund parking permit #COV10663. No longer needed.
Miscellaneous Payment	Check	25407	5/21/2025	120.00	Burnt Bridge Creek Neighborhood Association	2025 RecycleU
Miscellaneous Payment	Check	25408	5/21/2025	100.00	Central Park Neighborhood Association	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	25409	5/21/2025	750.00	Cheryl Ardary	Refund - registration system overcharge
Miscellaneous Payment	Check	25410	5/21/2025	15,061.00	DR HORTON INC-PORTLAND	RES-369592 (jobsite: 1115 SE 193rd Pl. VANCOUVER,WA. 98683 (Lot 42)
Miscellaneous Payment	Check	25411	5/21/2025	15,061.00	DR HORTON INC-PORTLAND	RES-369538 (jobsite: 1114 SE 193rd Pl. VANCOUVER,WA. 98683 (Lot 60)
Miscellaneous Payment	Check	25412	5/21/2025	100.00	Edgewood Park Neighborhood Association	2025 Resource Conservation Challenge

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Miscellaneous Payment	Check	25413	5/21/2025	449.00	Evergreen School District #114	Refund duplicate payment to INV#77073496.
Miscellaneous Payment	Check	25414	5/21/2025	100.00	Harney Heights Neighborhood Association	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	25415	5/21/2025	104.84	Hoff Construction Group, LLC	Refund parking permit no longer needed. COV13530
Miscellaneous Payment	Check	25416	5/21/2025	100.00	Hudson's Bay Neighborhood Association	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	25417	5/21/2025	631.00	Joshua and Sherry Raveling	ENG-85075 (jobsite: 323 SE 155th Ave)
Miscellaneous Payment	Check	25418	5/21/2025	150.84	JRT Mechanical Inc	MPE-367979 (jobsite: 18110 SE 34th ST 5)
Miscellaneous Payment	Check	25419	5/21/2025	7,054.00	Oleh Shtanhei	RES-351579 (jobsite: 16735 SE 44th Circle,)
Miscellaneous Payment	Check	25420	5/21/2025	551.58	Vulcan Design & Construction Inc.	RES-357946 (jobsite: 3419 NE 83rd Ave.)
Miscellaneous Payment	Check	25421	5/21/2025	120.00	Woodland Meadows Neighborhood Association	2025 RecycleU
Ad Hoc Payment	Check	25422	5/21/2025	37.76	3208 and 3210 E 17th St LLC	3208 E 17TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	25423	5/21/2025	111.00	Chandler,Lisa	8100 NE 182ND PL ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	25424	5/21/2025	224.00	Estate of Jong Kum Tucker	2816 NE 129TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	25425	5/21/2025	56.91	Frank,Maurice P	1907 SE 176TH CT ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	25426	5/21/2025	117.04	Grant,Joseph or Grace	14105 NE 101ST ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	25427	5/21/2025	508.59	Gray,Jamie or Richard	15006 NE RANCHO DR ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	25428	5/21/2025	170.22	Johnson,Kendall or Kip	6409 NE 74TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	25429	5/21/2025	48.40	Johnson,Michael or Silke SIlverman	8003 NE 61ST ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	25430	5/21/2025	15.51	Kirkendall,Deborah or James	15519 NE 102ND ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	25431	5/21/2025	262.27	Lee,Sam or Alexandria	1316 SE 193RD PL ,CAMAS,WA,98607
Ad Hoc Payment	Check	25432	5/21/2025	136.45	Lillibridge,Rasda or Eric	17708 NE 28TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	25433	5/21/2025	156.90	Loucks-Powell,John M or Kory L	308 W 33RD ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	25434	5/21/2025	356.24	Plaisted,Patricia	3208 E 17TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	25435	5/21/2025	292.00	Richard Mcneil or Shawn Grill	15317 SE 35TH ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	25436	5/21/2025	69.96	Roberts,Ronald	5906 NW FRANKLIN ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	25437	5/21/2025	29.73	Stevens,Lori	2413 NE 46TH ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	25438	5/21/2025	127.00	The Estate of Toni Schmidt	7116 NE 56TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	25439	5/21/2025	462.55	The Management Group	16503 NE 9TH WAY ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	25440	5/21/2025	75.71	Thiess,Blake or Hannah	1201 NE 89TH AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	25441	5/21/2025	88.00	Zawada,Dain	9605 NE 100TH WAY ,VANCOUVER,WA,98662
Supplier Payment	Check	25442	5/21/2025	95.20	Airgas, Inc	
Supplier Payment	Check	25443	5/21/2025	130,476.60	Allcon LLC	
Supplier Payment	Check	25444	5/21/2025	248.50	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	Check	25445	5/21/2025	1,070.85	Anderson Glass Co	
Supplier Payment	Check	25446	5/21/2025	1,661.00	Apex Mechanical LLC	
Supplier Payment	Check	25447	5/21/2025	11,101.39	Brown & Wilson Partnership LLC	
Supplier Payment	Check	25448	5/21/2025	3,565.75	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	25449	5/21/2025	7,500.00	CFM Strategic Communications, Inc.	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	25450	5/21/2025	1,501.93	Chicago Title Company of WA	
Supplier Payment	Check	25451	5/21/2025	218.63	Cintas	
Supplier Payment	Check	25452	5/21/2025	424,642.58	Clark Public Utility District No. 1	
Supplier Payment	Check	25453	5/21/2025	887.58	Columbia Resource Company	
Supplier Payment	Check	25454	5/21/2025	7,800.00	Concord Adult Care Home, LLC	
Supplier Payment	Check	25455	5/21/2025	300.00	ERF Company Inc	
Supplier Payment	Check	25456	5/21/2025	1,002.75	Erickson Structural Consulting Engineers	
Supplier Payment	Check	25457	5/21/2025	1,860.61	Esix Sportswear	
Supplier Payment	Check	25458	5/21/2025	37,676.74	Fourth Plain Forward	
Supplier Payment	Check	25459	5/21/2025	4,377.25	H&H Wood Recyclers	
Supplier Payment	Check	25460	5/21/2025	3,051.82	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	25461	5/21/2025	8,205.00	Hawks Ridge Assisted Living	
Supplier Payment	Check	25462	5/21/2025	21,485.00	Heritage Community Association	
Supplier Payment	Check	25463	5/21/2025	12,870.00	InSource, Inc.	
Supplier Payment	Check	25464	5/21/2025	13,418.98	James Sauers	
Supplier Payment	Check	25465	5/21/2025	28,719.61	L.N. Curtis & Sons	
Supplier Payment	Check	25466	5/21/2025	12,566.40	Legend Investment Corp	
Supplier Payment	Check	25467	5/21/2025	2,509.25	Level 3 Financing, Inc	
Supplier Payment	Check	25468	5/21/2025	32,989.62	Life Insurance Company of North America	
Supplier Payment	Check	25469	5/21/2025	836.50	McFarlanes Bark Inc	
Supplier Payment	Check	25470	5/21/2025	3,582.13	Motorola Solutions Inc	
Supplier Payment	Check	25471	5/21/2025	5,065.20	Naegeli Reporting Corporation	
Supplier Payment	Check	25472	5/21/2025	600.00	Nagra & Atwal Corporation	
Supplier Payment	Check	25473	5/21/2025	5,358.34	National Park Service - Remit-To: National Park Service - Pearson Lease	
Supplier Payment	Check	25474	5/21/2025	2,795.54	Nelson Truck Equipment	
Supplier Payment	Check	25475	5/21/2025	8,159.86	North Coast Electric Company	
Supplier Payment	Check	25476	5/21/2025	738.47	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	25477	5/21/2025	516.71	Orion Medical Supply	
Supplier Payment	Check	25478	5/21/2025	13,431.10	Parkeon	
Supplier Payment	Check	25479	5/21/2025	35,174.05	Passport Labs Inc. - Remit-To: Passport Labs Inc	
Supplier Payment	Check	25480	5/21/2025	2,639.39	Performance Systems Integration, LLC - Remit-To: Performance Systems Integration, LLC	
Supplier Payment	Check	25481	5/21/2025	1,455.00	Portland Adventist Medical Center	
Supplier Payment	Check	25482	5/21/2025	3,742.32	Shrums Pest Control	
Supplier Payment	Check	25483	5/21/2025	4,625.00	SiteCrafting Inc	
Supplier Payment	Check	25484	5/21/2025	66,441.67	Southwest Washington Humane Society	
Supplier Payment	Check	25485	5/21/2025	43,212.29	State of Washington Department of Employment Security - Remit-To: State of Washington Department of Employment Security / Seattle	
Supplier Payment	Check	25486	5/21/2025	3,860.07	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47305	
Supplier Payment	Check	25487	5/21/2025	25,692.21	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47339	
Supplier Payment	Check	25488	5/21/2025	2,492.00	Summit Law Group	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	25489	5/21/2025	1,893.12	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	25490	5/21/2025	1,000.00	Talx UCM Services Inc	
Supplier Payment	Check	25492	5/21/2025	6,250.00	Trauma Intervention Programs	
Supplier Payment	Check	25493	5/21/2025	1,495.77	Trilogy MedWaste West, LLC	
Supplier Payment	Check	25494	5/21/2025	105.30	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	25495	5/21/2025	897.60	W.B. Sprague Co. Inc.	
Supplier Payment	Check	25496	5/21/2025	3,506.05	Walter E Nelson Company	
Supplier Payment	Check	25497	5/21/2025	32,524.06	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	25498	5/21/2025	12,968.96	Wire Works LLC	
Supplier Payment	Check	25499	5/21/2025	17.57	WW Grainger Inc	
Supplier Payment	Check	25500	5/23/2025	6,023.11	Aflac	
Supplier Payment	Check	25501	5/23/2025	6,295.85	AFSCME Local #307	
Supplier Payment	Check	25502	5/23/2025	334.00	California State Disbursement Unit	
Supplier Payment	Check	25503	5/23/2025	1,033.50	Chapter 13 - Trustee	
Supplier Payment	Check	25504	5/23/2025	491.00	Hawaii SDU	
Supplier Payment	Check	25505	5/23/2025	780.65	IAM Local #1374	
Supplier Payment	Check	25506	5/23/2025	9,002.34	Life Insurance Company of North America	
Supplier Payment	Check	25507	5/23/2025	1,300.00	MFS Service Center Inc	
Supplier Payment	Check	25508	5/23/2025	4,722.72	OPEIU Local #11	
Supplier Payment	Check	25509	5/23/2025	851.00	Teamsters Local #58	
Supplier Payment	Check	25510	5/23/2025	332.50	UA Local #290	
Supplier Payment	Check	25511	5/23/2025	3,208.50	Western Conference of Teamsters	
Supplier Payment	Check	25512	5/23/2025	1,531.80	Western Metal Industry Pension Plan	
			Check	**5,183,848.50**		
Cash Advance Payment	Direct Deposit	EFT-00298013	5/15/2025	85.50	Chad Williams	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00298014	5/15/2025	146.50	Ryan Morrisey	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00298015	5/15/2025	85.50	Blaise Geddry	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00298016	5/15/2025	98.50	Tom O'Connor	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00298017	5/15/2025	122.50	Patrick Moore	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00298018	5/15/2025	98.50	Tige Harmon	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00298019	5/15/2025	122.00	Erica Nilsen	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00298020	5/15/2025	388.00	Greg Catton	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00298021	5/15/2025	367.75	Timmi Winther	Travel Advance
Expense Payment	Direct Deposit	EFT-00298022	5/15/2025	276.00	Bennie Romiti	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00298023	5/15/2025	40.00	Casey Heinzman	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00298024	5/15/2025	142.65	Brian Viles	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00298025	5/15/2025	310.00	Abigail Estep	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00298026	5/15/2025	216.60	Bryan Carter	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00298027	5/15/2025	40.00	Michael Maini	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00298028	5/15/2025	305.00	Jerrod Puckett	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00298029	5/15/2025	40.00	Nick Gillingham	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00298030	5/15/2025	136.00	Jon Morgan	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00298031	5/15/2025	295.00	Kassidy Owen	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00298032	5/15/2025	40.00	Mark Person	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00298033	5/15/2025	471.20	Glenn Donald	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00298086	5/22/2025	306.00	Cameron McAnally	Travel Advance
Expense Payment	Direct Deposit	EFT-00298087	5/22/2025	45.53	David Sturbelle	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00298088	5/22/2025	85.50	Jeffrey Anaya	Travel Advance
Expense Payment	Direct Deposit	EFT-00298089	5/22/2025	59.29	Jenn Amadeo	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00298090	5/22/2025	16.00	Ashley Boal	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00298091	5/22/2025	230.25	Brian Flory	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00298092	5/22/2025	168.00	Zachary Perron	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00298093	5/22/2025	70.51	Tyler Chavers	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00298094	5/22/2025	71.50	Cody Esau	Travel Advance
Expense Payment	Direct Deposit	EFT-00298095	5/22/2025	345.00	Noah Hilliker	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00298096	5/22/2025	71.50	Brendan McMillan	Travel Advance
Expense Payment	Direct Deposit	EFT-00298097	5/22/2025	900.50	Reed Crosson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00298098	5/22/2025	25.00	Dustin Nicholson	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00298099	5/22/2025	71.50	Justin Reiner	Travel Advance
Expense Payment	Direct Deposit	EFT-00298100	5/22/2025	936.09	Mehrin Selimgir	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00298101	5/22/2025	148.00	Philip Wilkening	Travel Advance

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Expense Payment	Direct Deposit	EFT-00298102	5/22/2025	1,294.32	Patrick Craney	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00298103	5/22/2025	270.00	Erica Nilsen	Travel Advance
			Direct Deposit	**8,941.69**		
Supplier Payment	EFT	EFT-00298034	5/15/2025	3,150.00	Rock Creek Communications, LLC	
Supplier Payment	EFT	EFT-00298035	5/15/2025	2,599.32	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00298036	5/15/2025	10,961.56	Copiers Northwest Inc.	
Supplier Payment	EFT	EFT-00298037	5/15/2025	40,678.13	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00298038	5/15/2025	29,244.57	Council for the Homeless	
Supplier Payment	EFT	EFT-00298039	5/15/2025	422.14	Vatten Plumbing LLC - Remit-To: Vatten Plumbing LLC	
Supplier Payment	EFT	EFT-00298040	5/15/2025	2,500.00	Autism Empowerment	
Supplier Payment	EFT	EFT-00298041	5/15/2025	11,058.57	Consor North America Inc	
Supplier Payment	EFT	EFT-00298042	5/15/2025	1,953.78	CoStar Reality Information Inc.	
Supplier Payment	EFT	EFT-00298043	5/15/2025	1,483.24	State of Washington Consolidated Technology Services	
Supplier Payment	EFT	EFT-00298044	5/15/2025	14,725.00	Andrews Terry Jeffers LLP	
Supplier Payment	EFT	EFT-00298045	5/15/2025	1,466.05	Loomis Armored US LLC	
Supplier Payment	EFT	EFT-00298046	5/15/2025	541.61	Pacific Federal Construction, LLC.	
Supplier Payment	EFT	EFT-00298047	5/15/2025	175.00	Richard Davis	
Supplier Payment	EFT	EFT-00298048	5/15/2025	9,600.00	JCI Jones Chemicals, Inc.	
Supplier Payment	EFT	EFT-00298049	5/15/2025	6,861.78	Wapiti NW LLC	
Supplier Payment	EFT	EFT-00298050	5/15/2025	857.64	Apex Hood Cleaning Inc	
Supplier Payment	EFT	EFT-00298051	5/15/2025	1,671.67	Jasmine Alayadhi	
Supplier Payment	EFT	EFT-00298052	5/15/2025	1,337.16	Harry's Key Service Inc	
Supplier Payment	EFT	EFT-00298053	5/15/2025	2,350.00	Camas Lions Foundation	
Supplier Payment	EFT	EFT-00298054	5/15/2025	6,782.90	Fire Systems West	
Supplier Payment	EFT	EFT-00298055	5/15/2025	2,625.00	Walker Consultants, Inc	
Supplier Payment	EFT	EFT-00298056	5/15/2025	1,444.11	Fosterful	
Supplier Payment	EFT	EFT-00298057	5/15/2025	39,587.60	First Forty Feet LLC	
Supplier Payment	EFT	EFT-00298058	5/15/2025	595.00	Branlo Enterprises, LLC	
Supplier Payment	EFT	EFT-00298059	5/15/2025	117.75	EnviroIssues Inc	
Supplier Payment	EFT	EFT-00298060	5/15/2025	16,632.00	Rapid Response Bio Clean Inc.	
Supplier Payment	EFT	EFT-00298061	5/15/2025	1,863.00	Wallis Engineering PLLC - Remit-To: Wallis Engineering	
Supplier Payment	EFT	EFT-00298062	5/15/2025	3,550.00	QED Lab Inc	
Supplier Payment	EFT	EFT-00298063	5/15/2025	2,332.50	Terracon Consultants Inc	
Supplier Payment	EFT	EFT-00298064	5/15/2025	80.00	Performance Occupational Health Services, LLC	
Supplier Payment	EFT	EFT-00298065	5/15/2025	4,000.00	The Amy VanCamp Experience LLC	
Supplier Payment	EFT	EFT-00298066	5/15/2025	3,067.61	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00298067	5/15/2025	31,227.78	Micro Enterprise Services of Oregon	
Supplier Payment	EFT	EFT-00298068	5/15/2025	816.00	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00298069	5/15/2025	1,800.00	Swordfish Consulting Services, LLC	
Supplier Payment	EFT	EFT-00298070	5/15/2025	16,096.14	Pacific Power Group LLC	
Supplier Payment	EFT	EFT-00298071	5/15/2025	941.95	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00298072	5/15/2025	19,892.00	United Site Services of Nevada, Inc.	
Supplier Payment	EFT	EFT-00298073	5/15/2025	225.00	Avolve Software Corp	
Supplier Payment	EFT	EFT-00298074	5/15/2025	73,042.90	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00298075	5/15/2025	18,278.40	Euna Solutions, Inc	
Supplier Payment	EFT	EFT-00298076	5/15/2025	281,052.28	Del Sol Inc	
Supplier Payment	EFT	EFT-00298077	5/15/2025	549.25	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	EFT	EFT-00298078	5/15/2025	1,107,922.47	Operations Management International Inc	
Supplier Payment	EFT	EFT-00298079	5/15/2025	1,890.00	The Loudenback Corporation	
Supplier Payment	EFT	EFT-00298080	5/15/2025	34,728.00	The Exhibits Department, LLC	
Supplier Payment	EFT	EFT-00298081	5/15/2025	1,350.00	Pacific Talent Inc	
Supplier Payment	EFT	EFT-00298082	5/15/2025	15,664.56	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00298083	5/15/2025	45,250.19	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00298084	5/15/2025	33,800.00	Alta Planning & Design	
Supplier Payment	EFT	EFT-00298104	5/22/2025	2,016.61	Harry's Key Service Inc	
Supplier Payment	EFT	EFT-00298105	5/22/2025	300,232.58	First Forty Feet LLC	
Supplier Payment	EFT	EFT-00298106	5/22/2025	4,250.00	JCI Jones Chemicals, Inc.	
Supplier Payment	EFT	EFT-00298107	5/22/2025	22,630.40	Consolidated Electrical Distribution	
Supplier Payment	EFT	EFT-00298108	5/22/2025	140.00	United Site Services of Nevada, Inc.	
Supplier Payment	EFT	EFT-00298109	5/22/2025	54,385.05	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00298110	5/22/2025	499,580.47	Capture Energy, LLC	
Supplier Payment	EFT	EFT-00298111	5/22/2025	7,962.75	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00298112	5/22/2025	95.00	T2 Systems Inc - Remit-To: T2- Atlanta	
Supplier Payment	EFT	EFT-00298113	5/22/2025	37,801.25	Sazan Group, Inc	
Supplier Payment	EFT	EFT-00298114	5/22/2025	120.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00298115	5/22/2025	64,555.17	Live Love Outreach	
Supplier Payment	EFT	EFT-00298116	5/22/2025	78,123.87	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00298117	5/22/2025	1,765,828.96	Nutter Corporation	
Supplier Payment	EFT	EFT-00298118	5/22/2025	32,698.49	David Evans and Associates, Inc.	
Supplier Payment	EFT	EFT-00298119	5/22/2025	978.34	Fehr & Peers	
Supplier Payment	EFT	EFT-00298120	5/22/2025	2,120.00	The Loudenback Corporation	
Supplier Payment	EFT	EFT-00298121	5/22/2025	27,939.00	Otak Inc	
Supplier Payment	EFT	EFT-00298122	5/22/2025	30,594.50	Precision Land Servics	
Supplier Payment	EFT	EFT-00298123	5/22/2025	15,186.36	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00298124	5/22/2025	158,660.45	Jeffrey D. Barrar, PS	
Supplier Payment	EFT	EFT-00298125	5/22/2025	84,040.00	Ameresco, Inc.	
Supplier Payment	EFT	EFT-00298126	5/22/2025	1,470,263.80	Tapani Inc	
Supplier Payment	EFT	EFT-00298127	5/22/2025	351,567.48	Western United Civil Group, LLC - Remit-To: Western United Civil Group, LLC	
Supplier Payment	EFT	EFT-00298128	5/22/2025	1,000.00	Vietnamese Community of Clark County	
Supplier Payment	EFT	EFT-00298129	5/22/2025	4,657.00	Wapiti NW LLC	
Supplier Payment	EFT	EFT-00298130	5/22/2025	11,592.02	Stellar J Corporation	
Supplier Payment	EFT	EFT-00298131	5/22/2025	38,214.90	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00298132	5/22/2025	2,928.38	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00298133	5/22/2025	88,411.15	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00298134	5/22/2025	244.58	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00298135	5/22/2025	1,760.11	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00298136	5/22/2025	3,406.64	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00298137	5/22/2025	12,123.83	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00298138	5/22/2025	27,352.05	Pacific Landscape Services Inc	
Supplier Payment	EFT	EFT-00298139	5/22/2025	3,918.76	Canopy Wellbeing	
Supplier Payment	EFT	EFT-00298140	5/22/2025	4,805.17	Distinctive Landscape LLC	
Supplier Payment	EFT	EFT-00298141	5/22/2025	1,785.00	Coffman Engineers Inc	
Supplier Payment	EFT	EFT-00298142	5/22/2025	38.06	Ziply Fiber	
Supplier Payment	EFT	EFT-00298143	5/22/2025	2,132.87	AHA Mobile Repair and Fleet Services	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	EFT	EFT-00298144	5/22/2025	59,750.00	Proud Ground	
Supplier Payment	EFT	EFT-00298145	5/22/2025	9,023.00	Terracon Consultants Inc - Remit-To: Terracon Consultans Inc	
Supplier Payment	EFT	EFT-00298146	5/22/2025	2,730.19	Accurate Investigation Services	
Supplier Payment	EFT	EFT-00298147	5/22/2025	8,832.85	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00298148	5/22/2025	7,323.21	PSI Water Technologies Inc	
Supplier Payment	EFT	EFT-00298149	5/22/2025	130,711.60	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00298150	5/22/2025	202,176.00	Granite Construction Company	
Supplier Payment	EFT	EFT-00298151	5/22/2025	2,457.62	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00298152	5/22/2025	4,000.00	Forvis Mazars, LLP	
Supplier Payment	EFT	EFT-00298153	5/22/2025	16,500.00	Karras Consulting, Inc	
Supplier Payment	EFT	EFT-00298154	5/22/2025	2,500.00	LMCA, Inc.	
Supplier Payment	EFT	EFT-00298155	5/22/2025	15,137.09	YWCA Clark County	
Supplier Payment	EFT	EFT-00298156	5/22/2025	52,466.04	Advanced Excavating Specialists LLC	
Supplier Payment	EFT	EFT-00298157	5/22/2025	20,109.28	Tierra Right of Way Services LTD	
Supplier Payment	EFT	EFT-00298158	5/22/2025	8,742.81	Jasmine Alayadhi	
Supplier Payment	EFT	EFT-00298159	5/22/2025	9,692.89	Vancouver Housing Authority	
Supplier Payment	EFT	EFT-00300081	5/23/2025	34,154.46	IAFF Local #452	
Supplier Payment	EFT	EFT-00300082	5/23/2025	1,401.14	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00300083	5/23/2025	12,128.68	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00300084	5/23/2025	134.95	Legal Shield	
Supplier Payment	EFT	EFT-00300085	5/23/2025	20,520.41	Allegiance Benefit Plan Management Inc (COBRA)	
			EFT	**7,747,474.88**		
Supplier Payment	Manual Wire		5/8/2025	198.32	Keybank National Association	
Supplier Payment	Manual Wire		5/12/2025	187.00	Colorado Department of Revenue	
Supplier Payment	Manual Wire		5/12/2025	1,300,366.40	Internal Revenue Service	
Procurement Card Payment	Manual Wire		5/12/2025	754,390.85	CoV JPM Procurement Card	
Supplier Payment	Manual Wire		5/13/2025	950,274.00	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		5/13/2025	14,128.91	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		5/13/2025	50,249.17	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire		5/15/2025	99,464.88	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire		5/15/2025	149.15	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Manual Wire		5/15/2025	991.60	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire		5/16/2025	18,080.10	Washington Dental Service	
Supplier Payment	Manual Wire		5/16/2025	253,414.84	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		5/16/2025	391,245.66	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Manual Wire		5/16/2025	122,117.10	Amwins Group, Inc.	
Supplier Payment	Manual Wire		5/16/2025	1,631.16	VSP Vision Care Inc	
Supplier Payment	Manual Wire		5/16/2025	65,530.10	Paymentus Corporation	
Supplier Payment	Manual Wire		5/19/2025	51,880.37	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		5/20/2025	7,130.86	Superion, LLC	
Supplier Payment	Manual Wire		5/21/2025	6,980.04	Washington Dental Service	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Manual Wire		5/22/2025	211,926.74	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		5/22/2025	17,825.30	Washington Dental Service	
Supplier Payment	Manual Wire		5/22/2025	24,905.55	United States Postal Service	
Supplier Payment	Manual Wire		5/23/2025	6,668.16	Washington SDU	
Supplier Payment	Manual Wire		5/23/2025	29,250.00	Washington State Firefighters	
Supplier Payment	Manual Wire		5/23/2025	23,990.84	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		5/23/2025	342,724.13	International City Management Association Retirement Corporation	
Supplier Payment	Manual Wire		5/23/2025	586.00	Oregon SDU	
Supplier Payment	Manual Wire		5/23/2025	34,421.97	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		5/23/2025	80,992.11	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		5/23/2025	70,692.92	State of Washington Department of Retirement Sysetms (DRS)	
			Manual Wire	**4,932,394.23**		
			Checks	**5,183,848.50**		
			Direct Deposit	**8,941.69**		
			EFT	**7,747,474.88**		
			5/19/2025	6,368.89	City Payments	Posted 05-12-25 to 05-18-25
			5/27/2025	6,592.23	City Payments	Posted 05-19-25 to 05-25-25
			Hansen Total	**12,961.12**		
			5/12/2025	82.25	Miscellanous	Parks Class Refunds FCC 05-12-25 to 05-18-25
			5/12/2025	778.00	Miscellanous	Parks Class Refunds MCC 05-12-25 to 05-18-25
			5/27/2025	1,189.96	Miscellanous	Parks Class Refunds FCC 05-19-25 to 05-25-25
			5/27/2025	1,256.10	Miscellanous	Parks Class Refunds MCC 05-19-25 to 05-25-25
			VISA Total	**3,306.31**		
			Payroll Total	**4,383,381.43**		
			GRAND TOTAL	**22,272,308.16**		

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

City of Vancouver
Payroll Council Report
May 12, 2025 - May 25, 2025

Check No.	Date	Explanation	Amount
2799 - 2816	05/23/25	May 23 Payroll	$ 8,620.48
298160 - 300080	05/23/25	May 23 Direct Deposits	$ 4,374,760.95

$ 4,383,381.43

AN ORDINANCE relating to management of the public rights-of-way, granting to Ezee Fiber Texas, LLC and its affiliates ("Grantee"), a limited liability company (collectively "Parties"), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington ("City"), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions.

Staff Report: 087-25

To: Mayor and City Council
From: City Manager
Date: June 2, 2025

Subject
Right-of-Way Telecommunications Franchise Agreement for Ezee Fiber Texas, LLC (Ezee Fiber)

Key Points
The proposed franchise ordinance establishes the terms and conditions to construct and maintain telecommunications facilities within the City's rights-of-way.

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

Present Situation
Ezee Fiber wishes to occupy and utilize portions of the City's rights-of-way for the purpose of installing, maintaining, and operating a fiber broadband business. Cities cannot deny the grant of a franchise like this, but may require a permit or franchise for the use of its rights-of-way for telecommunications facilities pursuant to RCW 35.99.030. The City is precluded from charging a franchise fee for such use pursuant to RCW 35.21.860.

The proposed ordinance establishes the mandatory terms and conditions under which the franchisee must maintain and operate its telecommunications facilities within the rights-of-way. The City has granted several similar non-exclusive telecommunications franchises to different companies, and federal law requires that the franchise terms not put one or more other franchisees at a competitive disadvantage relative to other providers. As such, these franchises tend to be very similar over time.

City staff worked with Ezee Fiber to negotiate the terms of this proposed franchise ordinance in a way that balances local aesthetics, character, public health and welfare, and maintaining City control of its streets, while also gaining technological benefits and connectivity for the City's residents and businesses to the greatest extent possible.

Advantage(s)
This proposed franchise would formalize the terms and conditions for Ezee Fiber's use of the City's rights-of-way.

Challenge(s)
Additional facilities may present a visual impact to the City's rights-of-way, although Ezee Fiber

advised that most of their facility builds involve horizontal boring underground.

Budget Impact
None

Prior Council Review
April 21, 2025 - Consent Agenda

Action Requested
On Monday, June 2, 2025, upon second reading and a public hearing, approve the ordinance allowing the City to sign the franchise agreement with Ezee Fiber Texas, LLC.

Staff Contact
Aaron Lande, Program and Policy Development Manager, Cary Driskell, Assistant City Attorney, aaron.lande@cityofvancouver.us, cary.driskell@cityofvancouver.us

Attachments:
1. Ordinance

ORDINANCE M - ________

AN ORDINANCE relating to management of the public rights-of-way, granting to Ezee Fiber Texas, LLC and its affiliates ("Grantee"), a limited liability company (collectively "Parties"), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington ("City"), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions.

WHEREAS, RCW 35A.47.040 authorizes City to grant, permit, and regulate "nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for railroads and other routes and facilities for public conveyances, for poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof for transmission and distribution of electrical energy, signals and other methods of communication, for gas, steam and liquid fuels, for water, sewer and other private and publicly owned and operated facilities for public service"; and

WHEREAS, RCW 35A.47.040 further requires that "no ordinance or resolution granting any franchise in a code city for any purpose shall be adopted or passed by the city's legislative body on the day of its introduction nor for five days thereafter, nor at any other than a regular meeting nor without first being submitted to the city attorney, nor without having been granted by the approving vote of at least a majority of the entire legislative body, nor without being published at least once in a newspaper of general circulation in the city before becoming effective"; and

WHEREAS, Grantee is a telecommunication company that provides internet and VoIP services to its customers; and

WHEREAS, Grantee has requested that the City grant it the right to install, operate, and maintain telecommunication Facilities within the Public Ways of the City for the purpose of offering Telecommunication Services to the public; and

WHEREAS, the City Council has the authority to grant franchises for the use of its Public Ways pursuant to RCW 35A.47.040, RCW 35.22.280 and chapter 35.99 RCW; and

WHEREAS, this Franchise is being granted more than five days after its introduction, at a regular meeting by at least a majority of the entire Council, and has been reviewed by the City Attorney's Office, all pursuant to RCW 35A.47.040; and

WHEREAS, this Franchise is being approved at least 30 days after its introduction pursuant to Vancouver Charter Section 2.12; and

WHEREAS, the Council finds that the grant of the Franchise contained in this Ordinance, subject to its terms and conditions, is in the best interests of the public, and protects the health, safety, and welfare of the citizens of this City.

NOW, THEREFORE, the City Council of the City of Vancouver, Clark County, Washington, ordains as follows:

Section 1. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and abbreviations have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number.

“Abandoned Facilities” means Facilities which have not been used to provide Telecommunication Services for a period of at least 90 days.

"Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common ownership with Grantee.

"City" means the City of Vancouver, Washington, and either or both, as applicable, the person designated by the City.

“Construction” or “Construct” shall mean constructing, digging, excavating, laying, testing, operating, extending, upgrading, renewing, removing, replacing, and repairing a Facility.

“Day” means a 24-hour period beginning at 12:01 a.m. If a thing or act is to be done in less than seven days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation of time.

“Effective Date” means the date the last party signs this Franchise.

“Facilities” means any of the plant, equipment, fixtures, appurtenances, antennas, and other facilities owned or operated by Grantee which are necessary to furnish and deliver Telecommunication Services, including but not limited to poles with crossarms, poles without crossarms, wires, lines, conduits, cables, communication and signal lines and equipment, braces, guys, anchors, vaults, and all attachments, appurtenances, and appliances necessary or incidental to the distribution and use of Telecommunication Services in the Public Ways. The abandonment by Grantee of any Facilities as defined herein shall not act to remove them from this definition.

"FCC" means the Federal Communications Commission or any successor governmental entity.

"Franchise" (sometimes referred to as Ordinance) means the legal document issued by the City which grants rights to Grantee to construct and operate its Facilities to provide Telecommunication Services.

"Grantee" means Ezee Fiber Texas, LLC and its affiliates, a limited liability company licensed to do business in Washington, or its lawful successor, transferee, or assignee.

“Hazardous Substances” shall have the same meaning as RCW 70.105D.020(10).

"Indefeasible Right of User Interest" or "IRU" means a form of acquired capital in a telecommunication system in which the holder of the interest possesses a right to use the Facilities for the purpose of providing Telecommunication Services, but not the right to control, maintain, construct, or revise the Facilities.

“Permittee” means a person or entity who has been granted a permit by the City.

"Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

"Public Way" means the surface of, and any space on, above or below, any street, public right-of-way, or utility easement for which the City now or in the future holds any interest and which, consistent with the purpose for which it was acquired or dedicated, may be used for the installation or maintenance of the Facilities. Public Way shall not mean utility easements dedicated for a specific utility system or systems and not specifically identifying telecommunication as a permitted use within the easement.

"Service Area" means the present municipal boundaries of the City and includes any additions by annexation or other legal means.

"Subscriber" or "Customer" means a Person who lawfully receives Telecommunication Service from Grantee with Grantee's express permission.

“Telecommunication Services” means any telecommunication service pursuant to RCW 35.99.010(7), excluding cable television service pursuant to RWC 35.99.010(1) and further excluding personal wireless services pursuant to RCW 35.99.010(4), provided by Grantee over its Facilities, either directly or as a carrier for its subsidiaries, Affiliates, or customers.

Section 2. Authority Granted. City grants to Grantee a Franchise to install, construct, operate, maintain, replace and use all Facilities in, under, on, across, over, through, along or below the Public Ways of the City for the purpose of providing Telecommunication Services, as approved under City permits issued pursuant to this Franchise or the Vancouver Municipal Code.

Section 3. Term of Franchise. The Term of this Franchise shall be for 10 years beginning on the Effective Date. This Franchise may be renewed for an additional five-year term. If Grantee desires to renew, Grantee shall notify City not later than 180 days prior to the expiration of this Franchise of its desire to renew. City shall respond to the request for the renewal not later than 120 days prior to the expiration date, and may request renegotiation, addition, or deletion of any term at that time. If Grantee does not request renewal, this Franchise shall be deemed terminated. Any renewal must be approved by ordinance of the City Council.

Section 4. Revocation. This Franchise may be revoked by the City Council by subsequent ordinance in the event Grantee fails after notice or demand to comply with any term of this Franchise, but the City shall have no obligation to do so. No forbearance by City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of City's right to enforce the term.

Section 5. Recovery of Costs; Taxes.

5.1 Grantee shall reimburse the City for all costs of one publication of a summary of this Franchise in the City's official newspaper, any required legal notices prior to any public hearing regarding this Franchise, and all permit and inspection fees associated with activities undertaken through this Franchise or under City Code, all pursuant to RCW 35.21.860.

5.2 City may recover from Grantee any applicable tax authorized by RCW 35.21.865. This Franchise is premised upon City and Grantee's agreement that either Grantee is a "service provider" as used in RCW 35.21.860 and defined in RCW 35.99.010(6), or Grantee's Telecommunication Services fall within the definition of "telephone business" in RCW 82.16.010. As such, the rights granted under this Franchise are not conditioned upon payment of a franchise fee or other compensation for use of the Public Ways. The City reserves its right to impose a fee on Grantee to the extent authorized by law, for purposes other than to recover its administrative expenses, in the event that statutory prohibitions on the imposition of such fees are removed, or Grantee no longer falls within the definition of "service provider" in RCW 35.99.010(6) and Grantee's Telecommunication Services fall outside the definition of "telephone business" in RCW 82.16.010. Under those circumstances, the City also reserves its right to require that Grantee obtain a separate franchise for its change in use, which may include provisions intended to regulate Grantee's operations. Nothing in this Franchise shall limit the City's right of taxation as authorized by current or future law.

Section 6. Non-Exclusivity. This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises or permits in any Public Ways. The grant of this and other franchises shall, in no way, prevent or prohibit the City from using any of its Public Ways or affect its jurisdiction over them.

Section 7. Relocation of Facilities.

7.1 City shall have prior and superior right to the use of its Public Ways and other public properties for installation and maintenance of its facilities and for other governmental purposes. City retains full power to make all changes, relocations, repairs, maintenance, establishments, improvements, dedications, or vacation of the same as City may deem fit, including the dedication, establishment, maintenance, and improvement of all new Public Ways and other public properties of every type. Any removal or replacement of Grantee's Facilities shall be at the sole expense of Grantee unless otherwise required by RCW 35.99.060. If Grantee fails to remove, adjust, or relocate its Facilities by the date established in the City's written notice to Grantee and consistent with RCW 35.99.060, City may cause and/or effect the removal, adjustment, or relocation, and the expense shall be paid solely by Grantee. Grantee shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same Public Way upon approval by City, any portion of its Facilities required to be temporarily disconnected or removed.

7.2 If the City determines that the public project necessitates the relocation of Grantee's then-existing Facilities, City shall:

7.2.1 At least 60 days prior to the commencement of the improvement project provide Grantee with written notice requiring such relocation; and

7.2.2 Provide Grantee with copies of pertinent portions of the plans and specifications for such improvement project and a proposed location for Grantee's

Facilities so that Grantee may relocate them in other Public Ways to accommodate the public improvement project.

7.2.3 After receipt of such notice and such plans and specification, Grantee shall complete relocation of its Facilities at no charge or expense to City to accommodate the improvement project pursuant to RCW 35.99.060(2).

7.3 Grantee may, after receipt of written notice requesting a relocation of its Facilities, submit to City written alternatives to such relocation. City shall evaluate such alternatives and advise Grantee in writing if one or more of the alternatives are suitable to accommodate the work which would otherwise necessitate relocation of the Facilities. If requested by City, Grantee shall submit additional information to assist City in making such evaluation. City shall give each alternative proposed by Grantee full and fair consideration. In the event City ultimately determines that there is no other reasonable alternative, Grantee shall relocate its Facilities as otherwise provided in this Section.

7.4 The provisions of this Section shall not preclude or restrict Grantee from making any arrangements it deems appropriate when responding to a request for relocation of its Facilities by any person or entity other than City where the Facilities to be constructed are not or will not become City owned, operated, or maintained facilities provided that such arrangements do not delay a City construction project without prior written City approval.

7.5 If the City, a contractor for City, or other third-party utility provider with facilities located in the Public Ways is delayed at any time in the progress of their work by an act or neglect of Grantee or those acting for or on behalf of Grantee, then Grantee shall indemnify, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees to the extent arising out of or in connection with such delays, except for delays and damages caused by City. This provision may not be waived by the Parties except in writing.

Section 8. Non-Interference with Existing Facilities.

8.1 The owners of all utilities, public or private, installed in or on Public Ways properties prior to the installation of Grantee's Facilities, shall have preference as to the positioning and location of such utilities so installed with respect to Grantee. Such preference shall continue when relocating or changing the grade of any public properties, in the sole discretion of City.

8.2 Grantee's Facilities shall be constructed and maintained in a manner as to not interfere with any public use, or with any other pipes, wires, conduits, or other facilities that may have been laid in the Public Ways or under City's authority. If Grantee's work under this Franchise damages or interferes in any way with the public use or other facilities, the Grantee shall wholly and at its own expense eliminate the interference or damage to the satisfaction of City.

Section 9. Movement of Grantee's Facilities for Others. Whenever any third-party has obtained permission from City to use any Public Way for moving any oversized load, upon at least 14 days' written notice from City, Grantee shall move any of Grantee's Facilities that may obstruct the movement of the oversized load; provided, that the third party desiring to move the oversized load shall pay all such expenses, and the path for moving the oversized load should be the path of least interference to Grantee's Facilities as determined by City. Upon good cause shown by Grantee, City may require more than 14 days' notice to Grantee to move its Facilities.

Section 10. Acquiring New Facilities. Upon Grantee's acquisition of any new Facilities in the Public Ways, or upon any addition or annexation to City of any area in which Grantee retains any such Facilities in the Public Ways, Grantee shall submit to City a written statement describing all Facilities involved, whether authorized by franchise or any other form of prior right and specifying the location of all such Facilities. Such Facilities shall immediately be subject to the terms of this Franchise.

Section 11. Abandoned Facilities.

11.1 Grantee shall remove any Abandoned Facilities within 60 days of the end of their use for Telecommunication Services purposes unless City agrees otherwise in writing to delay removal due to weather conditions, not to exceed 180 days.

11.2 Grantee shall immediately remove any Abandoned Facility which poses a hazard to the health, safety, or welfare of the public, or the Abandoned Facility has collapsed, broke, or otherwise failed.

11.3 The expense of the removal and restoration of improvements in the Public Ways damaged by the Facility or by its removal process shall be Grantee's sole responsibility. If Grantee fails to remove the Abandoned Facilities as required, then City may incur costs to remove the Abandoned Facilities, restore the Public Ways, and is entitled to reimbursement from Grantee for all costs.

Section 12. Removal of Facilities at End of Franchise. Upon the expiration, termination, or revocation of the rights granted under this Franchise, Grantee shall remove all Facilities from the Public Ways within 30 days. If Grantee fails to do so, the City may remove the Facilities and will be entitled to full reimbursement for all costs from Grantee for the removal.

Section 13. Undergrounding of Facilities.

13.1 In any area of the City in which there are no aerial facilities other than antennas or other equipment required to remain above ground in order to be functional, or in any Public Ways in which all telephone, electric power wires, and cables have been placed underground, Grantee shall not be permitted to erect poles or to run or suspend Facilities unless required to do so by City, but shall lay such wires, cables, or other Facilities underground in the manner specified by City.

13.2 Whenever the City or other governmental entity requires or initiates undergrounding of aerial utilities in any area of the City, Grantee shall underground its Facilities as specified by City. The location of any relocated and underground Facilities is subject to approval by City. Grantee is encouraged to contact and negotiate with other affected utilities so that all costs for common trenching, common utility vaults, and other costs not specifically attributable to the undergrounding of any particular facility are shared fairly and proportionately by all utilities involved in the undergrounding project. The costs of the undergrounding of Facilities shall be as provided in RCW 35.99.060 as adopted or amended.

Section 14. Construction Standards.

14.1 All work authorized and required by this Franchise shall comply with all generally applicable federal, state, and local regulations, laws, and practices. Grantee is responsible for the supervision, condition, and quality of the work done whether it is by itself or by contractors, assigns, or agents. Application of this Section fulfills the City's public trustee role in administering the primary use and purpose of public properties, and not for relieving Grantee of any duty, obligation, or responsibility for the competent design, construction, maintenance, and operation of its Facilities. Grantee is responsible for the supervision, condition, and quality of the work done whether it is by itself or by contractors, assigns, or agencies. Applicable laws include, but are not limited to:

Chapter 11.50 VMC - Utilities in the Right-of-Way;

Chapter 11.60 VMC - Street Use Permits;

Chapter 11.80 VMC - Street and Development Standards;

Chapter 11.90 VMC - Construction in the Right-of-Way;

Chapter 12.04 VMC - Street Trees;

Chapter 19.122 RCW - Underground Utilities (One-Call System)

RCW 58.09.130 - Monuments Disturbed by Construction Activities

14.2 If Grantee plans or is required to excavate trenches pursuant to this Franchise, Grantee shall notify City so it can permit other franchisees and utilities to share such excavated trenches, provided that such joint use shall not unreasonably delay Grantee's work and such joint use shall not adversely affect Grantee's Facilities or the safety thereof. Joint users will be required to contribute to the costs of excavation and filling on a pro-rata basis.

Section 15. Restoration after Construction or Damage. Grantee shall, after installation, construction, relocation, maintenance, removal, or repair of its Facilities, restore the Public Ways, land surveyor monuments, and any other City-owned property which may be disturbed by the work to at least the same condition that it was in immediately prior to any such work by Grantee, reasonable wear and tear excepted. City shall have final approval of the condition of such Public Ways and City-owned property after restoration. Grantee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the Public Ways or other affected areas and City-owned property at its sole cost and expense and shall be responsible for said restoration work and repair of damage done by Grantee to City facilities for the life of the Franchise. Grantee also agrees to restore all other existing facilities and/or property damaged by Grantee's work, at its sole cost and expense.

Section 16. Emergency Work by Grantee - Permit Waiver. In an emergency in which Grantee's Facilities breaks, is damaged, or if Grantee's construction area is otherwise in a condition to pose an imminent risk to life, health, or safety of any person or property, Grantee shall immediately take proper emergency measures to repair its Facilities, and to cure or remedy the dangerous conditions in order to protect the life, health, or safety of individuals or property without first applying for and obtaining any permit required by the Vancouver Municipal Code or this Franchise. However, this shall not relieve Grantee from the requirement of immediately notifying City of the emergency work by phone or email, and obtaining any permits necessary after the emergency work, not later than the second succeeding day during which the City's Public Works and Permitting offices are open for business.

Section 17. Dangerous Conditions, Authority for City to Abate.

17.1 Whenever construction, installation, or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public or City-owned property, City may direct Grantee, at Grantee's sole expense, to take action to protect the public, adjacent public places, City-owned property, streets, utilities, and Public Ways. Such action may include a compliance schedule set by City.

17.2 In the event Grantee fails or refuses to promptly take the actions directed by City, or if emergency conditions exist requiring immediate action, City may take any actions necessary to protect the public, the Public Ways, City property, third-party property, or other actions in the judgment of City to be necessary safety precautions and Grantee shall be solely liable for any costs.

17.3 City retains the right to move or remove any Facilities in the Public Ways as City determines necessary, appropriate, or useful in response to any public health or safety emergency.

Section 18. Performance Bond Relating to Construction Activity.

18.1 Before undertaking any work, installation, improvements, construction, repair, relocation, or maintenance authorized by this Franchise, whether by Grantee or a third-party that Grantee contracts with to perform the work, Grantee shall furnish to the City a performance bond executed by Grantee and a corporate surety, authorized to operate a surety business in the State of Washington, in the amount of $25,000 to ensure performance of Grantee's obligations under this Franchise.

18.2 The performance bond shall be conditioned to require that Grantee observe all the covenants, terms, conditions, and obligations of this Franchise, including to repair or replace any defective work or materials discovered in the City's Public Ways. This bond shall remain in effect for the life of this Franchise and is intended to replace the need to get a separate performance bond for each individual project by Grantee. In the event Grantee proposes to construct a project for which this bond would not financially ensure performance of Grantee's obligations under this Franchise, City is entitled to require a larger bond as may be appropriate under the circumstances.

Section 19. Street Vacation. City may vacate any public road, right-of-way, or other City property subject to this Franchise. If City vacates any portion of the area in which Facilities are located, City shall not be liable for any damages or loss to Grantee by reason of the street vacation. Grantee shall remove its Facilities from any vacated right-of-way unless such vacation provides for the continuing right of the Facilities to exist within the vacated area. Any relocation of Facilities resulting from a street vacation shall require a minimum of 180 days' notice as provided for in Section 37 (Notice).

Section 20. Limitation on Future Work. When City constructs a new street or reconstructs an existing street, Grantee shall be subject to applicable regulations relating to when street cuts and excavations may occur.

Section 21. Reservation of Rights by City.

21.1 City reserves the right to refuse any request for a permit to extend Facilities. Any such refusal shall be supported by a written statement from City that extending the Facilities, as proposed, would be detrimental to the public health, safety, or welfare.

21.2 City shall always have the authority to control by appropriate regulation the location, elevation, manner, or construction and maintenance of any Facilities by Grantee, and Grantee shall promptly conform with all such regulations unless compliance would cause Grantee to violate other legal requirements.

Section 22. Safety. All of Grantee's Facilities shall be constructed and maintained in a safe and operational condition. Grantee shall follow all safety codes and other applicable regulations in the installation, operation, and maintenance of its Facilities.

Section 23. Emergency Response. Grantee shall, within 30 days of the execution of this Franchise, designate one or more responsible people and identify emergency 24-hour on-call personnel and the procedures to be followed when responding to an emergency. After being notified of an emergency, Grantee shall cooperate with City to immediately respond to aid in the protection the health and safety of the public.

Section 24. Hazardous Substances. Grantee shall comply with all applicable federal, state and local laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Facilities. Grantee agrees to indemnify City against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by City arising out of the release or threat of release of hazardous substances caused by Grantee's ownership or operation of its Facilities.

Section 25. Environmental. Grantee shall comply with all environmental protection laws, rules, recommendations, and regulations of the United States and the State of Washington, and their various subdivisions and agencies as adopted or amended and shall indemnify and hold City harmless from any damages arising from Grantee's noncompliance with any such laws, rules, recommendations, or regulations, whether Grantee's acts or activities were intentional or unintentional. Grantee shall further indemnify City against all losses, costs, and expenses (including legal expenses) which City may incur arising from the requirement of any government or governmental subdivision or agency to clean and/or remove any pollution caused or permitted by Grantee, whether the requirement is during the term of the Franchise or after its termination.

Section 26. Utility Poles. The Parties acknowledge that any poles which Grantee desires to use for its Facilities are owned by a third-party or parties, and Grantee has entered or will enter into an agreement with the third-party or parties for use of those poles.

Section 27. Insurance.

27.1 Grantee shall maintain liability insurance for all claims for damages to the City, persons, or property that arise from Grantee' performance during this Franchise. Grantee shall maintain at least the following insurance coverage:

COVERAGE	**LIMITS OF LIABILITY**
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability.	
Each Occurrence	$5,000,000
General Aggregate Per Occurrence	$5,000,000
Products & Completed Operations Aggregate	$5,000,000
Personal and Advertising Injury	$2,000,000
Blanket Contractual Liability	$2,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, hired, and/or non-owned vehicles arising from the performance of this Agreement.	
Combined Single Limit	$2,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$1,000,000

27.2 In addition to the above coverage and limits, Grantee's insurance shall include:

27.2.1 Additional Insured. The City, its agents, representatives, officers, elected and appointed officials, and employees shall be named as an additional insured on Grantee's Commercial General Liability policy. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

27.2.2 Stop Gap. Either the Commercial General Liability or the Workers' Compensation policy shall be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced shall apply to the Stop Gap coverage as well and indicated on the Certificate.

27.2.3 Employment Security. Grantee shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.

27.2.4 The City shall be listed on the Certificate as the Certificate Holder.

27.2.5 Coverage Trigger. The insurance must be written on an "occurrence" basis and must be indicated on the Certificate.

27.3 Grantee shall provide evidence of all insurance required when requested by City by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

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

Section 28. Indemnification and Waiver.

28.1 Grantee releases and covenants not to bring suit and agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, and representatives from all claims, costs, judgments, awards, or liability to any person for injury, sickness, or death of any person or damage to any property or interests:

28.1.1 Arising out of the acts or omissions of Grantee, its agents, servants, officers or employees or the construction, placement, operation, or maintenance of its Facilities; or

28.1.2 Based on City's inspection or lack of inspection of work performed by Grantee, its agents and servants, officers or employees in connection with work authorized in the Public Ways or property over which City has control pursuant to this Franchise, or pursuant to any other permit or approval issued in connection with this Franchise;

28.2 The provisions of Section 18.1 shall apply to claims by Grantee's own employees and the employees of the Grantee's agents, representatives, contractors, and subcontractors to which Grantee might otherwise be immune pursuant to Title 51 RCW.

28.3 Inspection or acceptance by City of any work performed by Grantee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. These indemnification obligations shall extend to claims which have not yet been filed and any claims which may be compromised with Grantee's consent prior to the initiation or culmination of any litigation. City has the right to defend or participate in the defense of any claim and has the right to approve any settlement or other compromise of any claim, provided, Grantee shall not be liable for a settlement or other compromise unless it has consented to it.

28.4 Grantee's obligations under this Section shall apply regardless of whether liability for damages arises out of bodily injury to persons or damages to property, except to the extent that such claims, actions, damages, costs, and expenses were caused by the sole negligence or willful misconduct of City. If a court with jurisdiction determines this Franchise is subject to the provisions RCW 4.24.115, the Parties agree that these indemnity provisions shall be deemed amended to conform to that statute and liability shall be allocated accordingly.

28.5 Notwithstanding any other provision of this Section, Grantee assumes the risk of damage to its Facilities located in the Public Ways from activities conducted by City, its officers, agents, employees, and contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful, or malicious action on the part of City, its officers, agents, employees, or contractors. Grantee releases and waives any such claims against City, its officers, agents, employees, or contractors. Grantee further agrees to indemnify, hold harmless, and defend

City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Grantee's Facilities as the result of any interruption of service due to damage or destruction of Grantee's Facilities caused by or arising out of activities conducted by City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful or malicious actions on the part of City, its officers, agents, employees or contractors.

Section 29. Maps and Records Required. Grantee shall provide City at no cost:

29.1 A route map that depicts the general location of Grantee's Facilities placed in the Public Way. The route map shall identify Facilities as aerial or underground and is not required to depict cable types, number of fibers or cables, electronic equipment, and service lines to individual subscribers. Grantee shall also provide an electronic format of the aerial/underground telecommunications facilities in relation to the Public Way centerline reference to allow City to add this information to the City's Geographic Information System ("GIS") program. GIS information shall be delivered to City by December 1, except as allowed in Section 29.4.

29.2 In addition to Section 29.1, City may request that Grantee provide Facility-specific information as needed for specific projects to avoid harm to Grantee's Facilities. To the extent such requests are limited to specific Facilities at a given location in connection with any City construction project, Grantee shall provide to City upon request with reasonable notice, copies of available drawings in use by Grantee showing the location of its Facilities. Grantee shall field locate its Facilities to facilitate design and planning of City projects.

29.3 Upon written request of City, Grantee shall provide City with the most recent update available of any plan to install additional Facilities. Any documents provided to City pursuant to

Section 29.3 shall be deemed confidential and for informational purposes only and shall not obligate Grantee to undertake any specific improvements.

29.4 In addition to the requirements of Section 29.1, the Parties agree to periodically share GIS files upon written request, provided Grantee's GIS files are to be used solely by City for governmental purposes. Any files provided by City to Grantee shall be restricted to information necessary for Grantee's engineering needs for construction or maintenance of Facilities. Grantee is prohibited from selling or transferring City GIS information to any third parties.

Section 30. Public Record Act Compliance. Any public record relating to this Franchise may be subject to inspection and copying pursuant to Washington's Public Record Act, chapter 42.56 RCW. City will provide Grantee a copy of a public record request that seeks to inspect or copy a "writing" as defined in RCW 42.56.010 relating to this Franchise prior to allowing any inspection and/or copying of the documentation/information. Additionally, City will request production of any responsive records Grantee may have in its possession. City will inform Grantee of the records it plans to disclose to the requestor. If Grantee disagrees with City's determination of disclosure/nondisclosure and timely notifies City of the same, City agrees to withhold release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Grantee an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended. If Grantee seeks judicial protection, Grantee will be solely responsible for its related attorney fees and costs. City shall not be liable for any loss or damage resulting from a release of records so long as City acted in good faith in releasing the records.

Section 31. Modification. City and Grantee reserve the right to modify the terms of this Franchise upon the written agreement of both Parties. Any modification(s) shall be by ordinance of the City Council and accepted by the Grantee.

Section 32. Survival. All provisions, conditions, and requirements of this Franchise shall be in addition to all other obligations and liabilities Grantee may have to the City at common law or by statute. In the event any Facilities are left in the Public Ways following the expiration or termination of this Franchise, then the provisions and requirements of Sections 7 (Relocation of Facilities), 8 (Non-Interference with Existing Facilities), 9 (Movement of Grantee's Facilities for Others), 11 (Abandoned Facilities), 12 (Removal of Facilities at End of Franchise), 14 (Construction Standards), 15 (Restoration after Construction or Damage), 16 (Emergency Work by Grantee), 17 (Dangerous Conditions – Authority for City to Abate), 22 (Safety), 24 (Hazardous Substances), 25 (Environmental), 28 (Indemnification), 33 (Severability), 34 (Assignment), 35 (Choice of Law), 36 (Remedies), and 37 (Notice) shall survive the expiration or termination of this Franchise, and any renewals or extensions remain effective until Grantee removes its Facilities from the Public Ways or transfers ownership of its Facilities to a third party. All provisions, conditions, regulations, and requirements in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives, and assigns of Grantee. All privileges, obligations, and liabilities of Grantee shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever Grantee is named herein.

Section 33. Severability. If a court with jurisdiction over the matter determines any clause of this Franchise is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Franchise will remain in full force and effect.

Section 34. Assignment.

34.1 This Franchise may not be assigned or transferred without the written approval of City, which shall not be unreasonably withheld or delayed, except Grantee may freely assign this Franchise in whole or part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization, or refinancing. In the event a transfer or assignment of Grantee's ownership is approved by the Washington Utilities and Transportation Commission ("UTC"), City will be deemed to have consented to the transfer. Grantee shall provide City with a copy of any UTC approval. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, consent shall not be required unless and until the secured party elects to realize upon the collateral. Grantee shall provide prompt, written notice to City of any such assignment.

34.2 Grantee may, in addition and without the prior written consent of City:

34.2.1 Lease the Facilities or any portion thereof to another Person, provided, the other Person shall obtain a City franchise;

34.2.2 Grant an Indefeasible Right of User Interest in the Facilities, in whole or in part, to another Person; or

34.2.3 Offer or provide capacity or bandwidth in its Facilities to another Person;

Provided, that Grantee retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its Facilities pursuant to the terms and conditions of this Franchise.

Section 35. Choice of Law. Any litigation between City and Grantee arising under or regarding this Franchise shall occur in Clark County Superior Court if a state action, and in the United States District Court, Western District of Washington if a federal action. Each Party shall pay their own costs and attorney fees.

Section 36. Remedies. Remedies under this Franchise are cumulative; exercise of one remedy will not exclude or waive any other remedy.

Section 37. Notice. Any notice or information to be given to the Parties under this Franchise may be sent to the following addresses unless otherwise specified in writing:

City:	Grantee:
City Manager City of Vancouver PO Box 1995 Vancouver, WA 98668-1995	Ezee Fiber Texas, LLC 5959 Corporate Dr., Suite 2000 Houston, TX, 77036

Notice is effective upon receipt in the case of personal delivery, three days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery.

Section 38. Entire Agreement. This Franchise constitutes the entire agreement between the Parties and no other agreements or understandings, written or otherwise, shall be binding upon the Parties upon approval and acceptance of this Franchise. This Franchise shall also supersede and cancel any previous right or claim of Grantee to occupy the City's Public Ways

Section 39. Acceptance. Within 60 days after the passage and approval of this Ordinance, this Franchise may be accepted by Grantee by providing the City Clerk its written acceptance.

Failure by Grantee return a fully executed Franchise within the 60 days shall be deemed a rejection of the terms and this Ordinance shall have no legally binding effect.

Section 40. Effective Date. Subject to compliance with Section 39 for acceptance of the terms of the Franchise, this Ordinance shall become effective five days from and after its final passage by the Vancouver City Council and publication of a summary of the Ordinance pursuant to City Charter.

SIGNED this _______ day of ________________________, 2025.

____
Anne McEnerny-Ogle, Mayor

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Nena Cook, City Attorney

Accepted by ___________________________:

By:____

Name and official capacity

Grantee, ______________________________, for itself, it successors, and assigns, accepts all terms and conditions of the foregoing Franchise.

In witness whereof, _________________________________ has signed this ___________th day of _____________________________, 20___.

____
Notary Public in and for the state of _____________
Residing in ___________________________________
My commission expires _______________________

ORDINANCE - 27
Does not require codification

CITY OF Vancouver WASHINGTON

Removal of Parking Minimums for Affordable Housing Developments

City Manager Communications

Bryan Snodgrass, Principal Planner, CDD

Chim Chune Ko, Real Estate Project Manager, EP&H

June 2, 2025

Proposed Change

20.945.070 Minimum Off-Street Parking Requirements

20.670.040 The Heights (HX) Plan District Design and Development Standards

Reduce the off-street parking requirement for housing projects that provide at least 50% of units at 100% AMI or below for a minimum of 10 years to 0 required parking spaces City-wide for all housing types.

Impact of Removing Parking Minimums

New projects will still build new parking

- Property owners will decide how much parking they need/want rather than City
- Amount of parking will be based on market demand and requirements of lenders and investors
- Projects will also explore availability of existing nearby parking
- Based on past and recent experience, few, if any, projects will be built without any off-street parking
- Projects that build new parking will still be required to meet ADA and EV requirements

Benefits of Removing Parking Minimums

Lower the cost of new development

- Removes cost of overbuilt parking from new housing developments
- Improves financial feasibility of affordable and attainable housing projects
- Allows for higher density and better placemaking
- Promotes shared parking agreements and greater utilization of existing public and private parking

Alignment with Strategic Plan

Housing and Human Needs

Works to reduce housing costs and increase production

Transportation and Mobility

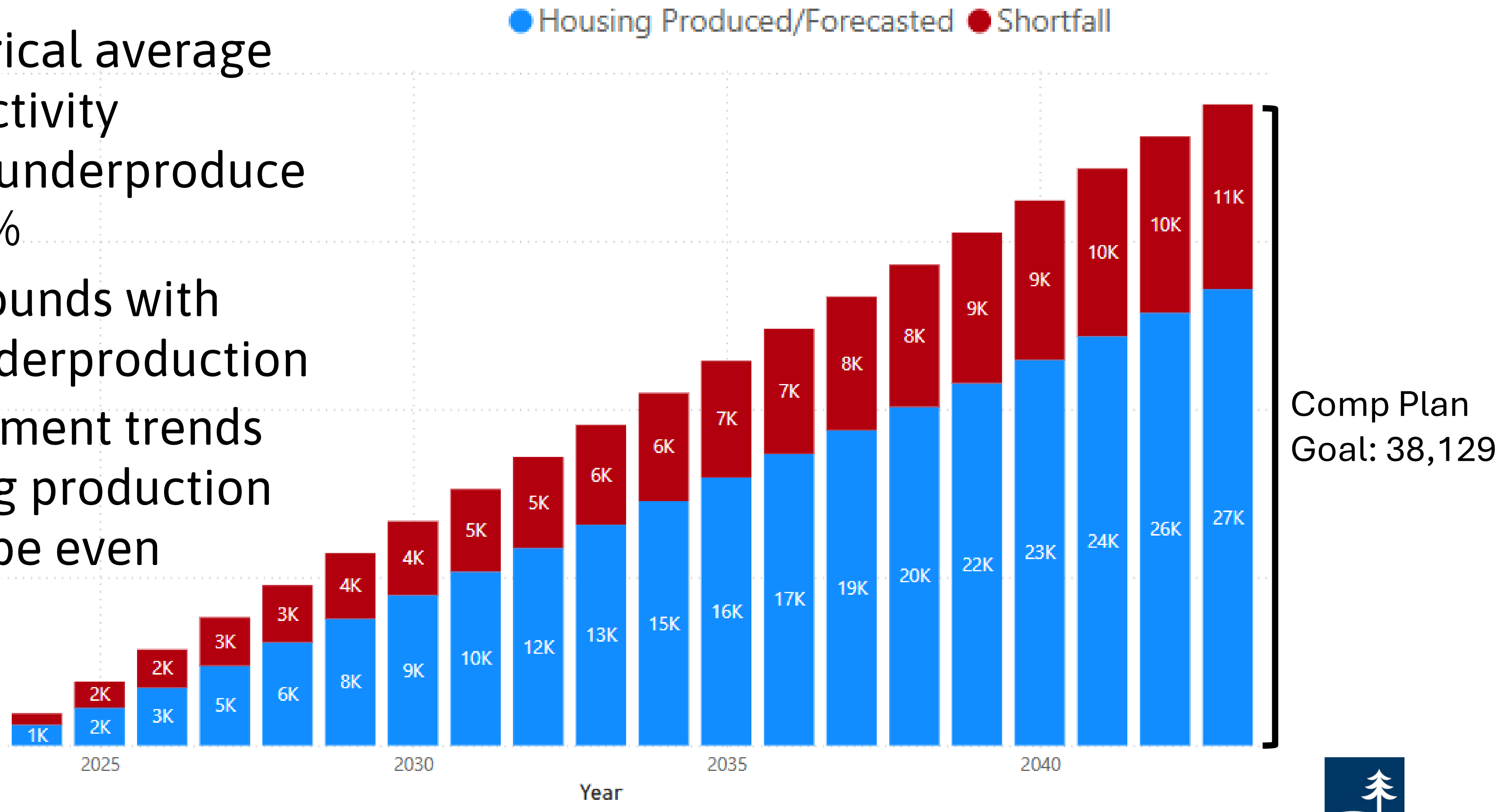
Promotes alternative transportation modes

Vibrant and Distinct Neighborhoods

Promotes vibrant and connected communities

Projected Housing Production Shortfall

- Assuming historical average development activity Vancouver will underproduce housing by ~29%
- Shortfall compounds with each year of underproduction
- Recent development trends indicate housing production shortfall could be even greater



Immediate Strategic Action is Needed

- The slowdown in housing production will impact the housing pipeline for the next several years.
- Current economic conditions unlikely to ease in the near to mid term
- Immediate City intervention necessary to prevent further expansion and compounding of housing deficit

Additional Upcoming Housing Actions

June 9 City Council workshop will propose additional actions

- Modifications to the MFTE Program
- Timing of SDC and Impact Fee Payments
- Process improvements for development review
- Continued investment of City resources in affordable housing projects

Next Steps

Planning Commission

Completed May 27

Communications Update

Today

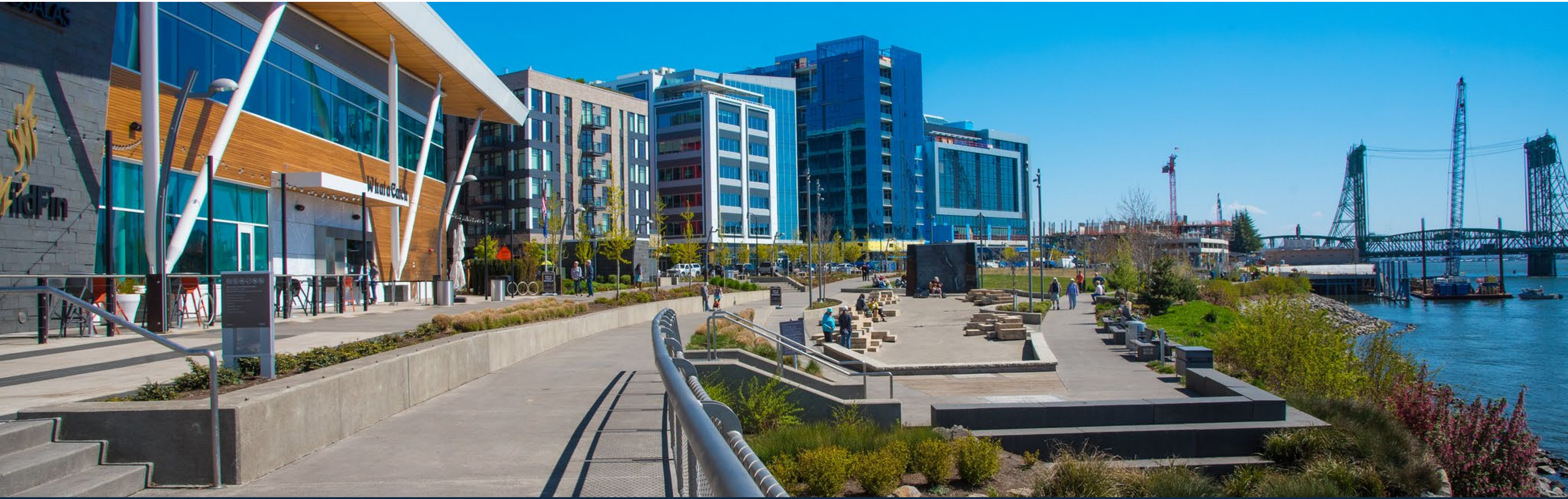
City Council First Reading

June 9

City Council Public Hearing

June 16

Discussion/Questions



Clark County Sustainable Future | Parks and Nature | Task Team Charter

Mission Statement:

To explore, identify, and recommend sustainable funding strategies for the region to preserve, maintain, and enhance public parks and natural areas, ensuring equitable access, promoting environmental stewardship, committing to health and wellness and enhancing economic vitality for current and future generations.

Goals and Objectives:

1. Assess existing conditions and context: current facilities, services, standards, budgets and priorities to understand shared opportunities and unique positions.
2. Research Funding Opportunities: Explore diverse funding sources and innovative revenue-generation methods.
3. Engage Key Stakeholders: Involve community members, organizations and policymakers to ensure a collaborative and inclusive approach to funding.
4. Promote Transparency: Develop clear and accessible communication channels to keep the community informed about funding plans and utilization.
5. Understand that city and county parks play distinct roles across the region, making it essential to ensure both are adequately funded. By recognizing and respecting local needs, explore shared opportunities and funding sources while also considering options tailored to each organization.
6. Prioritize equity and access by fostering an understanding of underserved areas and populations. This includes examining geographical gaps as well as considering the diverse cultures, ages, lifestyles, and abilities within the community.
7. Establish a Long-Term Sustainability Recommendation: Create a recommended comprehensive funding concept that addresses short-term needs while supporting the long-term health and accessibility of public parks throughout Clark County.

Scope of Work:

The Parks Funding Task Team will focus on the following key areas:

- Reviewing Park infrastructure and program needs throughout the county
- Identifying funding sources that meet regional needs through 2040
- Developing a forum for coordination and partnerships between stakeholders
- Recommending sustainable financial strategies to elected officials

Membership:

The team will consist of no more than 12 member representatives from the following groups:

- Local government agencies
- Other Park providers
- Non-profit organizations
- Youth sports organizations
- Land conservation organizations
- Interest groups
- Community leaders

Roles and Responsibilities:

- Staff: Facilitate meeting, set agendas, and oversees the team's progress.
- Secretary: Documents meetings, records decisions, and ensures timely communication with all members.
- Members: Contribute expertise, participate in discussions, and support funding initiatives.

Meeting Schedule:

The team will meet bi-weekly for the first two months and then monthly as projects progress.

Performance Measures:

Success will be measured by the following outcomes:

- Gaining a shared understanding of the current state and future needs of parks
- Reviewing and evaluating potential funding options and mechanisms
- Increasing community awareness and participation in park funding efforts
- Defining a range of potential economic benefits the result from sustainable parks future.
- Providing a report and recommendation to elected officials on a sustainable future.