

Parks, Recreation & Cultural Services Comprehensive Plan 2022 – 2032 Update



September 27, 2021
Vancouver City Council Work Session

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Parks, Recreation & Cultural Services are Essential

Parks, trails, recreation and cultural services:

- Improve quality of life for Vancouver residents.
- Support economic stability and promote smart economic growth.
- Directly address climate action, DEI work and public safety (City Council priorities & objectives).

These **Essential Spaces** cultivate connections between neighbors and nature, contributing to an economically vibrant and resilient community.



Why the Comprehensive Plan Matters



The Parks, Recreation & Cultural Services Comprehensive Plan is an opportunity to renew our vision to reflect the kind of community we want to be. It provides space to dream about what could be and ensures good stewardship of what we already have.

Today's Goal: Review PRAC Recommendations

Innovative approaches to meet growing park demand:

1. Current Park Standards and recognized Best Management Practices
2. Expanded Level of Service analysis to implement policies and guide priorities.
3. Other Park and Open Space providers
4. Reclassify some existing sites to better reflect natural character and park needs in the area.
5. Revised and innovative park development goals and Urban Park classifications to meet the growing demand for parks and natural spaces.

Current Standards & Best Management Practices

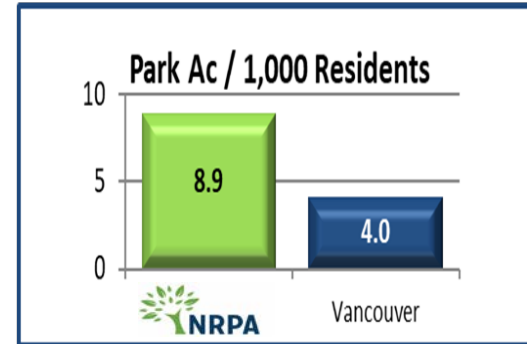
Geographic Distribution or “Walkability”



- National Median - ½ Mile / 10-minute Walk
(Trust for Public Lands)
- Vancouver - ½ Mile / 10-minute Walk
 - 75% of population Served (If all park ownerships were built)
 - **50,000** residents without walkable access

Acquisition Standard (acres / 1,000 residents)

- National Median - **8.9 acres**
(NRPA - Comparable Cities)
- Vancouver Standard - **6.0 acres**
- Vancouver Level of Service - **4.04 acres**



Geographic Distribution Metric - Half Mile / 10-Minute Walkability



Park Service Areas + Residential Housing Units



Park Service Areas + Residential Housing Units + Undev. Areas



Recommendation 1: Maintain Current Standards

Equitable access to parks and natural areas has a direct impact on quality of life. Meeting current standards for all residents supports the city's goals for climate action, safety and DEI work.

***“More parks are needed on the east side of Vancouver.
It seems like parks are concentrated on the west side of town...”***

– Essential Spaces Survey Feedback

Supports City Council Decision Making Values:

Inclusivity, Safety, Open Spaces, Stewardship

Expanded Level of Service Analysis



1. **Park Standards:** Walkability & Acquisition
2. **Demographic Equity:** GIS Demographic Analysis to identify service areas with high-density neighborhoods and concentrations of vulnerable and underserved residents.
3. **Park Safety & Creativity:** Account for the age, quality and accessibility of park assets to consider the visitor experience at each park site.

Demographic Equity Analysis

Legend

Population Age 19 And Under (%)

- 1 6 - 16%
- 2 16 - 22%
- 3 22 - 27%
- 4 27 - 35%

Population Age 65 And Over (%)

- 1 7 - 13%
- 2 13 - 20%
- 3 20 - 33%
- 4 33 - 67%

BIPOC Population (%)

- 1 13 - 23%
- 2 23 - 32%
- 3 32 - 41%
- 4 41 - 58%

Income Below Poverty Level (ACS) %

- 1 0 - 4%
- 2 4 - 10%
- 3 10 - 18%
- 4 18 - 33%

Median Household Income

- 1 \$23,624 - \$52,394
- 2 \$52,394 - \$71,855
- 3 \$71,855 - \$97,683
- 4 \$97,683 - \$146,509

Households with 1+ Disability (%)

- 1 0 - 7%
- 2 7 - 13%
- 3 13 - 25%
- 4 25 - 45%

Obesity (self reporting) (%)

- 1 27 - 29%
- 2 29 - 33%
- 3 33 - 35%
- 4 35 - 39%

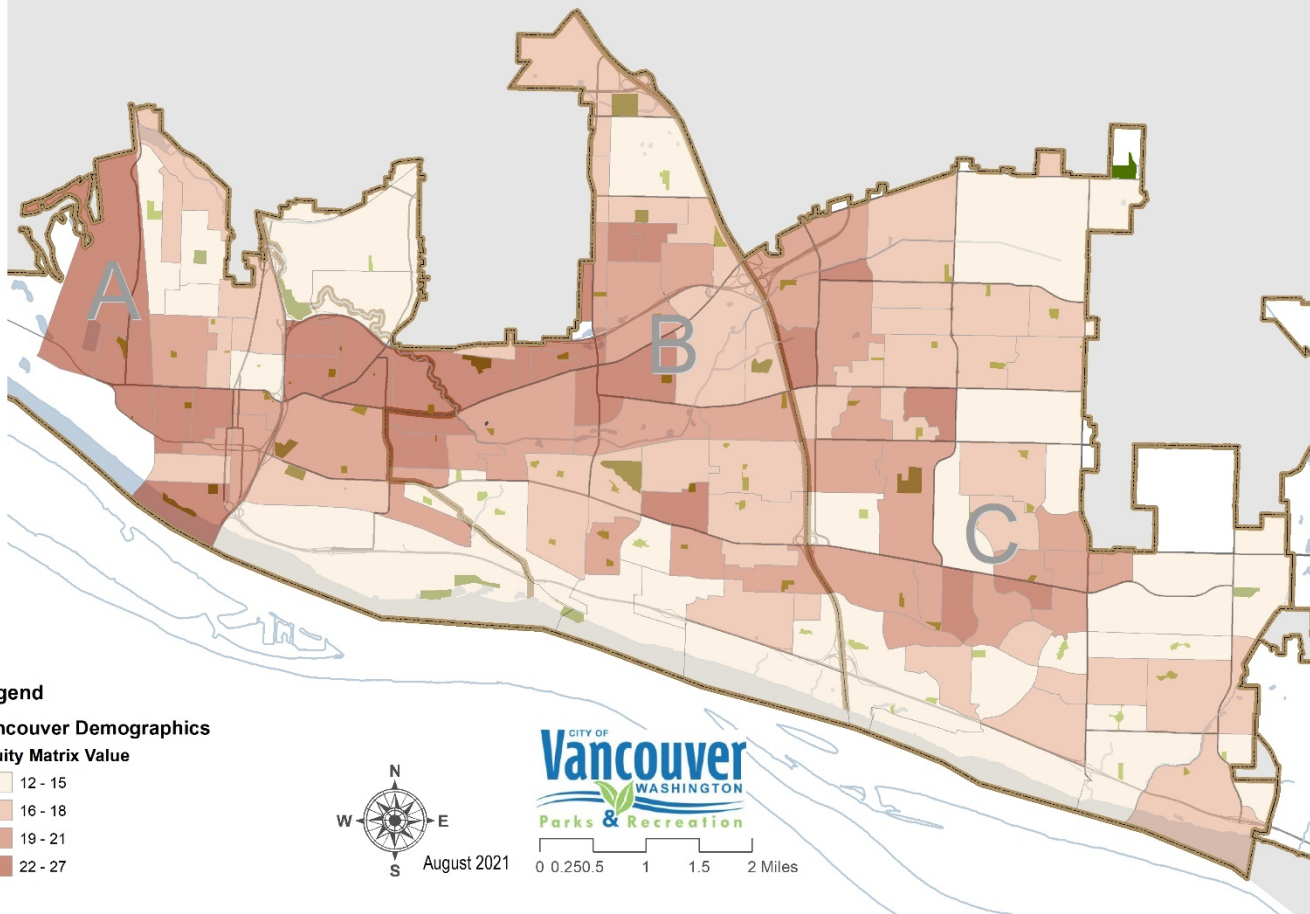
Population Density by Acre

- 1 0.6 - 6.9
- 2 6.9 - 13.2
- 3 13.2 - 26.5
- 4 26.5 - 53.6

Legend

Vancouver Demographics Equity Matrix Value

- 12 - 15
- 16 - 18
- 19 - 21
- 22 - 27



Equity Focus Areas

Population Age 19 And Under (%)

Score: 1 6 - 16%
 Score: 2 16 - 22%
 Score: 3 22 - 27%
 Score: 4 27 - 35%

Population Age 65 And Over (%)

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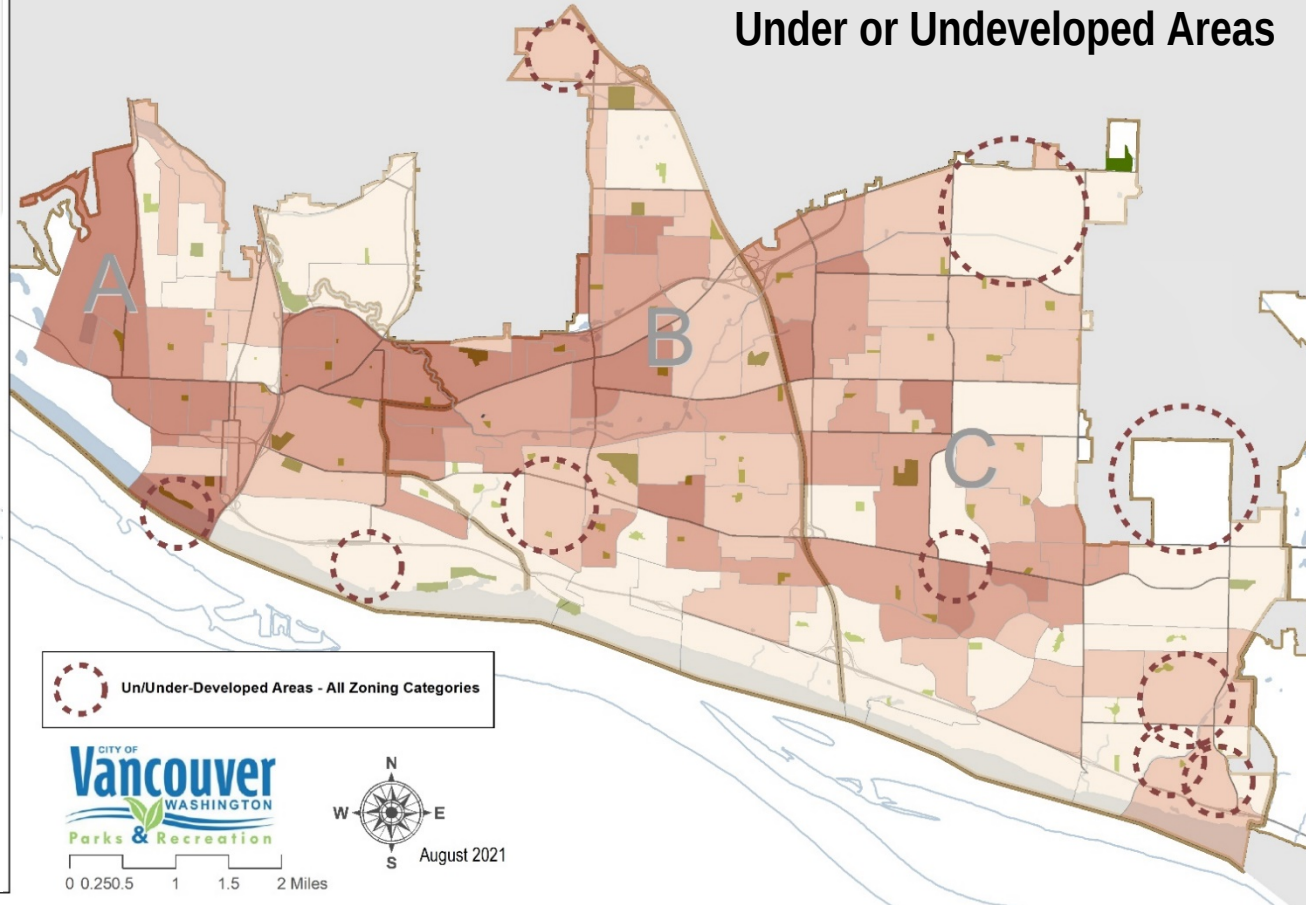
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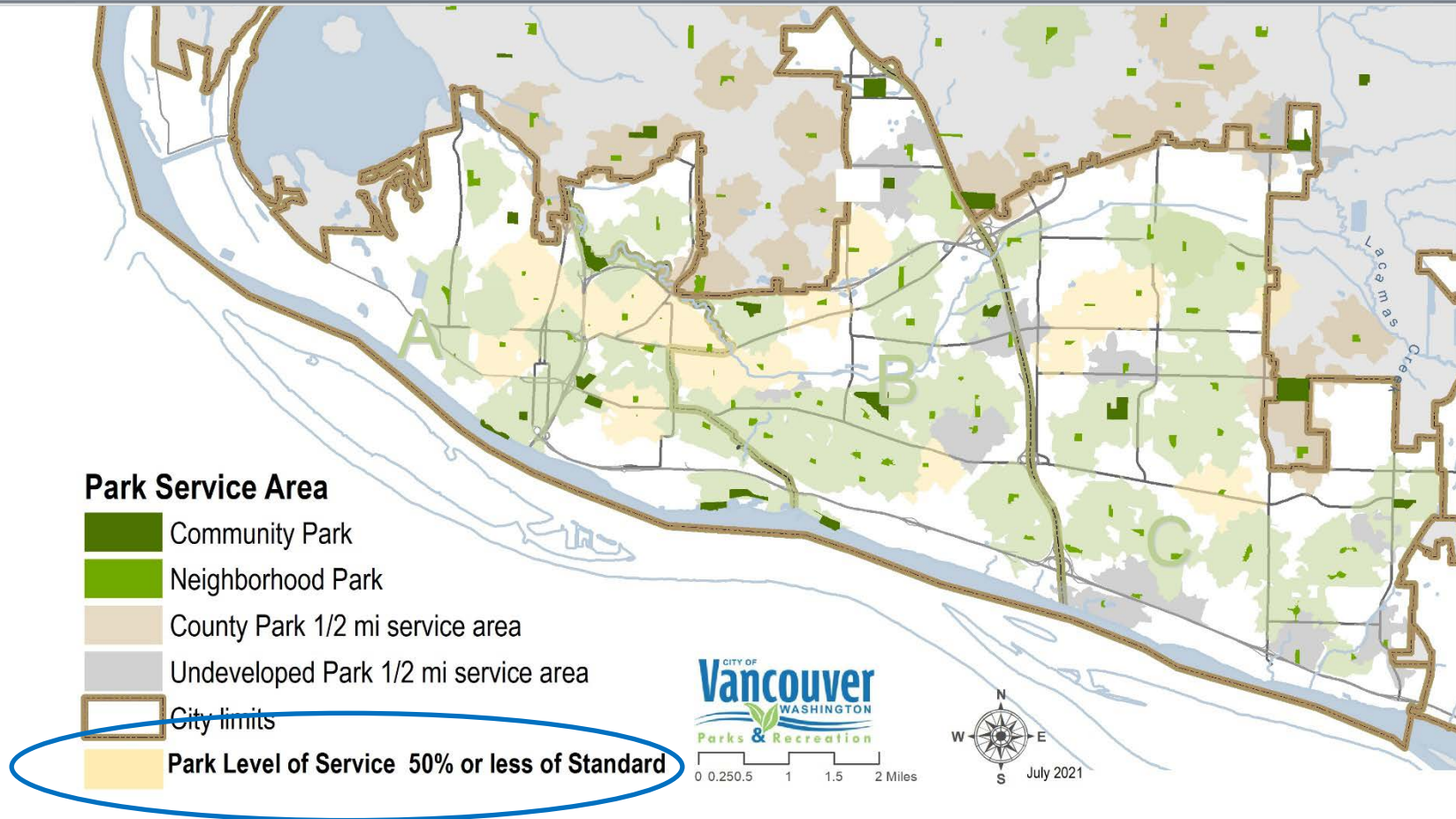
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Demographic and Equity Analysis Under or Undeveloped Areas



Level of Service by Park Site - Example of Safety & Creativity



Recommendation 2: Expand Level of Service Criteria

Utilize more informed criteria for the Level of Service (LOS) evaluation to identify service and equity gaps to prioritize project funding to the areas and residents who need it most.

"I am disabled... I believe in a good, well maintained public park system for all people (of all abilities) to use for multiple purposes.

– Essential Spaces Survey Feedback

Supports City Council Decision Making Values:

Innovation, Legacy, Inclusivity, Diversity, Safety, Open Spaces, Stewardship

Other Providers – What's Included and Why

Many park and natural area assets owned and managed by other providers are currently included in the park inventory based on:

- Comparable assets, recreational opportunities, and natural resources
- Users served include all age groups and abilities
- Similar public access and longevity
- Grouped with the most comparable park type classification



Park Inventory - Other Park and Natural Area Providers

- School parks - joint use agreements for comparable public access
 - Land, development, and maintenance efficiencies
 - 57 acres, 11 sites, with potential for more
 - Some risk of longevity
- Federal, state, county, other public agencies
 - BPA, NPS, WDFW, Clark County
 - 857 acres, 11 sites
- Private
 - 0 acres, 0 sites
 - Risk of longevity and access

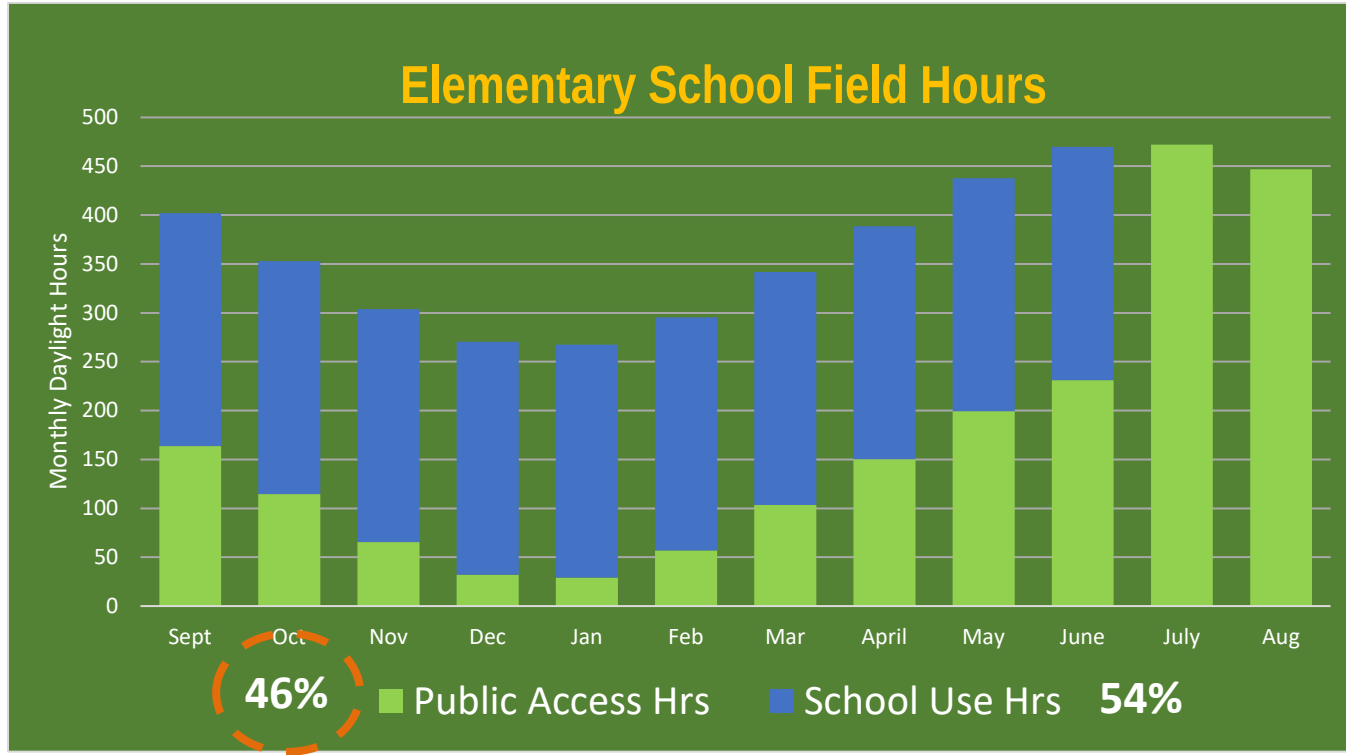
Park Name	Type	Ownership	Total Acres
Burnt Bridge Creek School Park	NH	Vancouver	3.20
Ellsworth School Park	NH	Vancouver	5.22
Endeavour School Park	NH	Vancouver	2.48
Harney School Park	NH	School District	3.00
Lieser School Park	NH	School District	2.00
Marion School Park	NH	School District	5.00
Peter S. Ogden School Park	NH	Vancouver	4.85
Shumway School Park	NH	Vancouver	0.44
Washington School Park	NH	School District	3.00
Bagley School Park	CP	Vancouver	15.30
Fisher Basin School Park	CP	Vancouver	12.32
BPA / BBC Trail segment	RNA	BPA	10.00
Frenchman's Bar Trail	RNA	Clark County	48.00
NPS Waterfront	UNA	NPS	21.01
Frenchman's Bar	RP	Clark County	162.53
Vancouver Lake	RP	Clark County	234.00
Columbia Springs	SF	WDFW	50.00
Curtin Springs Wildlife Habitat Area	SF	Clark County	33.08
English Pit Rifle Range	SF	Clark County	6.00
Fort Vancouver National Historic Site	SF	NPS	229.00
Harmony Sports Complex	SF	Clark County	58.05
Vancouver Tennis Center	SF	School District	5.73
TOTAL			914.21

School Properties

Public School Inventory (w/n City Limits)		
	Field Acres	Site Acres
Elementary Schools	155.02	431.60
PIF District A	30.08	56.62
PIF District B	53.89	123.87
PIF District C	71.05	251.11
Middle Schools	55.24	110.37
PIF District A	0.00	22.20
PIF District B	8.87	29.65
PIF District C	46.37	58.52
High Schools	106.18	201.79
PIF District A	49.04	82.13
PIF District B	15.59	59.80
PIF District C	41.56	59.87
Totals	316.44	743.76

- While the schools are public facilities, their primary mandate is for educational purposes and student safety, and generally unavailable while school activities are in session.
- General school hours are between 7 am and 6 pm on weekdays from September to June. Other school activities are scheduled from 6pm to 8pm or later and some weekend and summer days which further limit public access.
- High school and middle school fields are generally used for school activities or reserved by other entities with maintenance and insurance cost requirements.
- Field Acres at Elementary School could be considered for limited general public access, and most comparable to Neighborhood Park assets.

Elementary School Availability for Public Use



BMP's Regarding School Availability for Recreation

Organization/Agency	School Acres		Field Acres		
	Yes	No	Yes	Sometimes	No
NRPA		✓		✓	
Trust for Public Lands		✓			✓
Comparable Jurisdictions		✓		✓	

- All recognize the limited availability of school grounds for recreational purposes.
- All jurisdictions acknowledge the importance of effective partnerships between cities, school districts and leagues to better serve the community.

Park Level of Service – 2022 With Elementary Schools

	Neighborhood Park Standard (Acres/ 1000)	Current LOS	LOS with 46% Elem Field Ac
Neighborhood Park	2.00	1.29	1.66
PIF District A		1.12	1.48
PIF District B		1.59	2.00
PIF District C		1.17	1.51

- With 46% availability of elementary school fields the level of service for Neighborhood Parks increases by approximately 0.40 acres / 1,000 residents.

Recommendation 3: Add Elementary Fields

Add elementary school fields to the Neighborhood Park inventory at a 46% equivalence. This reflects the lived experience of many residents who use these spaces as parks and natural areas outside of school hours. However, with an LOS increase of 0.4 acres per 1,000 residents, it does little to get Vancouver closer to meeting the identified park standard.

"I like to enjoy nature at the park!"

– Bell, Young Community Outreach Participant

Supports City Council Decision Making Values:
Open Spaces, Seeking Partnerships, Stewardship

Reclassify Existing Park Sites

Neighborhood Park to Urban Natural Area:

- Behrens Woods, Evergreen School Park, Hanna Acres and Sam Brown

Neighborhood Park to Community Park:

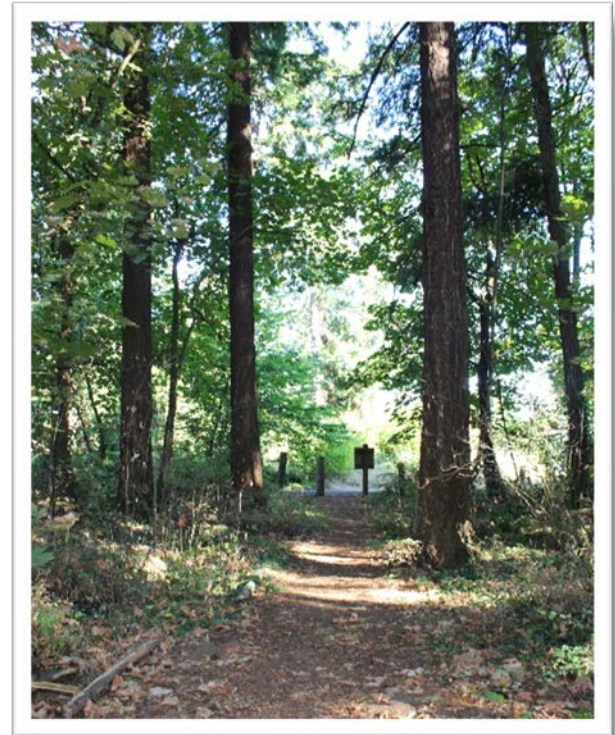
- Oakbrook and Dollie & Ed's Park

Urban Natural Area:

- Portion of David Douglas Community Park that cannot be developed

Community Park to Neighborhood Park:

- Waterworks Park



Recommendation 4: Reclassify Some Existing Park Sites

Classify parks to more accurately reflect site character and the experience park visitors can expect at a property and make the most efficient use of limited funding to meet park needs.

"I don't know what we would have done during the lock down if we didn't have parks and trails."
– Essential Spaces Survey Feedback

Supports City Council Decision Making Values:
Stewardship, Open Spaces, Safety, Legacy

Innovative Park Development Goals



Themed Play Areas



Expanded Support Facilities



Universal Accessibility



Pollinator Habitat Support



Improve Underutilized Sites

Urban Center Park Classifications

Urban Center park types have different development, use and maintenance needs to serve high density areas.

- Mixed Use
- High Density Residential
- Commercial / Industrial
- Park System Improvements to assure future RCW compliance

Park types include
Civic Plazas and **Linear Parks**



** Potentially funded through future Commercial, Industrial, Mixed Use Park Impact Fee*

Urban Center Park Classifications

Civic Plazas

- Unique community identity
- Centrally located
- Target one acre or average city block size for sufficient space to support broader community events.
- Connectivity to pedestrian network
- Variety of natural and built spaces
- Cultural services & public art space

Linear Parks

- Follow linear corridors
- Seating or respite areas
- Connectivity to main pedestrian corridors including the regional trail system
- Small play area, viewpoints, landscaping, etc.



Recommendation 5: Revise Dev. Goals & Urban Center Parks

Revised park development goals and add Urban Center Parks to support the increasing urban density throughout the city and help create unique neighborhood identities while maximizing the use of existing infrastructure and public investment.

“We love going to the new Waterfront Park. The revitalized areas are so enjoyable. We didn’t used to go downtown much. Now we go often and have dinner and enjoy the walking paths.

– Community Outreach Participant

Supports City Council Decision Making Values:
Open Spaces, Stewardship, Climate, Safety, Innovation, Legacy

Next Steps

Draft Comprehensive Parks, Recreation and Cultural Services Plan

- Draft Goals and Objectives
- Draft Capital Facilities Plan
- Final Outreach Report



Questions and Discussion



Dave Perlick, Interim Director
Monica Tubberville, Senior Planner
Laura Hoggatt, Planner



ESSENTIAL SPACES

Parks, trails, recreation and cultural services improve quality of life in Vancouver. These Essential Spaces contribute to a vibrant and connected community and open doors to economic vitality.

Society

COMMUNITY AND CONNECTION

Relationships developed between people and the places they live foster a sense of belonging, attachment and stewardship. Recent studies reveal that residents with access to parks, trails and greenspaces feel more connected to their community and neighbors.

ARTS AND CULTURAL PROGRAMS

Urban parks have always been an important setting for arts and cultural programs and displays. Concerts, movies and festivals in the parks are popular events that bring community members together and enrich our quality of life. Arts and culture help to communicate emotions, ideas, history and more, enriching our experience of public spaces.

EQUITY

Parks must offer **safety** and a be welcoming gathering place for people of all ages, abilities and backgrounds to enjoy and thrive. Concentrations of lower income households, high density developments, seniors, those under age 19, people of color and those with higher disposition to chronic disease and obesity rely most on the benefits provided by the public park system. Any disparity in the access to public parks and natural areas demands focused and creative funding approaches to ensure equity for all residents.

Environmental Sustainability

ECOSYSTEM CONSERVATION

Just as growing communities need to upgrade and expand infrastructure like roads and utilities to serve their residents, they also need to enhance and expand their green infrastructure to **balance the impact of the built environment**. The park system enhances and compliments natural green spaces to improve water quality, reduce flood risk, shade homes and streams during extreme heat and enhance fish and wildlife habitat for environmental and economic sustainability.

An interconnected system of parks, trails, and green spaces help to **conserve the natural ecosystem** resulting in cleaner air and water for improved short- and long-term health benefits. The park system provides **transportation alternatives** with trails and bikeways to **reduce the use of carbon fuels**; offers areas for infiltration of surface water such as rain gardens to **recharge ground water** and protect stream levels; **creates habitat** for urban bird and wildlife species; and supports diverse plant life. These amenities can translate into direct cost savings to city residents.

STEWARDSHIP

Fond childhood memories are often connected to an experience in the outdoors. Whether it be climbing a tree, seeing your first eagle or the exciting view behind the dugout; each experience connects the outdoors to our own wellbeing. Nature is an outdoor classroom where youth and adults can learn the ecological value of the beautiful natural landscapes we enjoy in the Pacific Northwest. Access to natural environment fosters community connection and stewardship through activities like tree planting; advocating for a larger tree canopy to improve **air quality** and protect scenic views; building bat boxes; planting native species to support pollinators, wildlife and diverse ecosystems; volunteering at a clean-up event; or selling locally grown produce at a farmer's market.

Economy

ECONOMIC DEVELOPMENT

Essential spaces can be a source for renewed neighborhood or community vitality. Quality parks, recreation and cultural services attract and help retain businesses; encourage home ownership; draw new tenants and retirees; provide space for community and corporate events; and encourage a diverse and qualified workforce.

LAND VALUE

Parks and recreation services are often cited as one of the most important factors in attracting new residents and creating a quality of life that makes them want to stay in a community. Access to interconnected parks, trails and community event spaces **increases property values**.

TOURISM

Iconic community spaces like Vancouver Waterfront Park draw visitors from outside the area to enjoy our city and all it has to offer! Whether it's a family picnic in the park or an extended stay where visitors enjoy nearby restaurants, hotels and shopping, parks play an important role in attracting tourism. A vibrant and culturally enriched park system boosts the city revenues that **support improved community services** for all.

COMMUNITY VITALITY

Urban parks broadly include parkland, trails, waterfront promenades, natural areas and riparian corridors, and public gardens. These areas define the layout of a city, its real estate value, traffic flow, land use buffers, public event spaces and the civic culture of our communities. A rich and interconnected green infrastructure **creates cities and neighborhoods with beauty, breathing room and value**.

Health

PUBLIC HEALTH

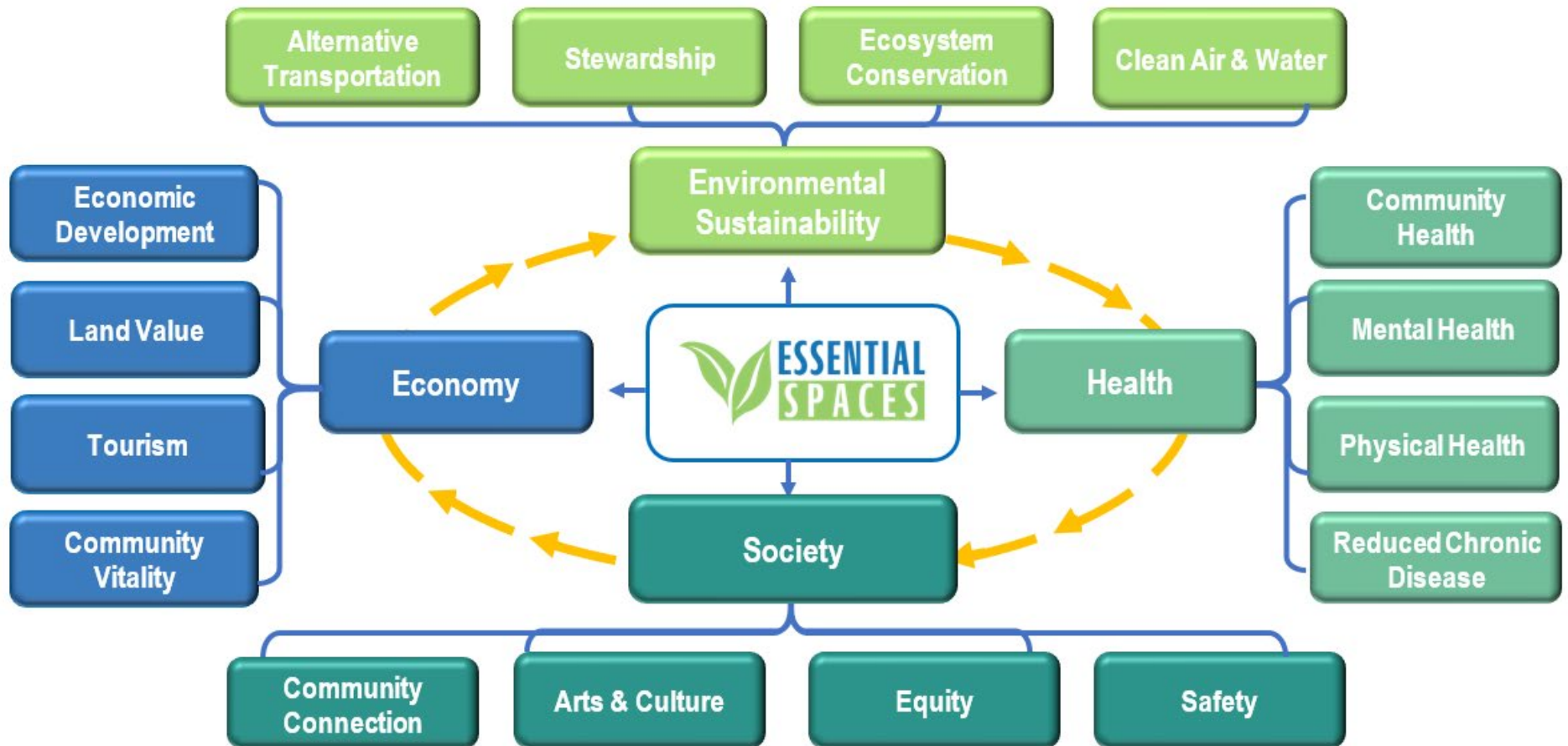
People value the time they spend in city parks, whether walking a dog, playing basketball, having a picnic or sitting quietly under the shade of a White Oak. Along with these expected leisure amenities, parks provide measurable **physical and mental health benefits** simply through direct contact with nature, a cleaner environment, and opportunities for **physical activity and social interaction**. Access to parks and trails promote increased activity levels for adults and youth, **reduce obesity and the impacts of chronic diseases**, especially in vulnerable populations. Parks and recreation opportunities have been strongly linked to reduced juvenile delinquency, reduced health care costs and improved quality of life in a community.

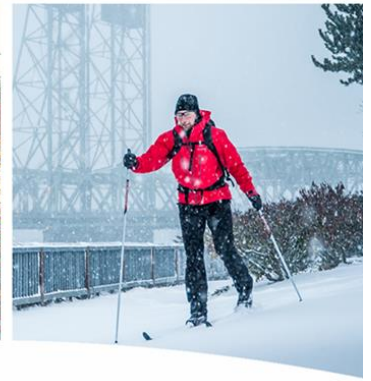
SAFETY

Recent studies report that green spaces adjacent to residential areas create neighborhoods with **lower crime rates**, where neighbors tend to support and protect one another because they are more socially connected. Parks and recreation opportunities have been strongly linked to reduced juvenile delinquency and health care costs and an increased quality of life in a community.



Parks, trails, recreation and cultural services improve quality of life in Vancouver.
These Essential Spaces contribute to a vibrant and connected community and open doors to economic vitality.





Parks, Recreation & Cultural Services Comprehensive Plan Public Engagement Update

Be Heard Vancouver: [Essential Spaces page](#) and initial survey launched on 5/20/2021



- Number of survey responses as of 8/31/2021: **2,339**
- 2,996 individuals visited the Essential Spaces page
- Priorities survey 9/1/2021
- Please see page 2 for what we've learned so far

Emails

- Survey Launch Email to 45,000 recipients
- Diverse community groups to extend our reach
- Newsletters: Vancouver Connects (COV), Parks & REcord and Office of Neighborhoods

Social Media *(posts will continue to be spread across platforms throughout the project)*

- Multiple posts to encourage participation.

In-person Outreach

- Play in the Park and Movies in the Park (11 events)
- Parks and Recreation Community Centers
- Farmer's Markets

Other Outreach

- Signs placed in parks and along trails (80 signs)
- Presentations

Stakeholder Discussions:

- Public Works: Maintenance & Urban Forestry
- Transportation
- Community & Economic Development
- Public School Districts
- Diversity Equity & Inclusion



Survey Responses

- 98% of respondents agree that public parks, trails, natural areas, community centers, programs, activities and events make the City of Vancouver a more desirable place to live.
- 94% have visited a park in the past 30 days
- 82% used a public trail (some let us know they like the trails in their local park within the comments)
- 53% walk, 41% drive and 5% ride a bike or roll to get to their local park.
- 98% responded that it is important to have a park or trail within walking distance from their home
- 44% of the respondents have children living in their home

Top reasons survey respondents use local parks: *Note – Respondents could select their top 2 choices*

1. To enjoy the outdoors or nature: 57%
2. To exercise: 56%
3. To take children in their care to the playground: 25%
4. To reduce stress and improve mental health: 19%
5. To participate in activities with friends or family: 11%

Most valued in outdoor parks and recreation: *Note - Respondents could select their top 5 choices*

1. Hiking, walking and biking trails (86%)
2. Public access to streams, rivers & lakes (60%)
3. Picnic areas and shelters (46%)
4. Children's play structures (48%)
5. Wildlife viewing (41%)

Areas of concern:

- Facilities need updating
- Facilities are too far away
- Too few walking (25%) or biking connections (13%)
- Homelessness in parks and along trails
- Other maintenance needs



Top items respondents would change: *Note – Respondents could select their top 3 choices*

1. Add restrooms (36%)
2. Provide more park benches (25%)
3. Add nature play areas: (25%)
4. Water play / splash pad (23%)
5. Include exercise equipment stations / Inclusive play areas for all ages (20%)

What are we doing to reach out to diverse community members?

- Signs were posted within local parks and on trails in multiple languages: English, Spanish, Russian and Vietnamese
- Survey provided in multiple languages
- Flyers were distributed to schools, provided at day camps and local libraries
- Posters at the community recreation centers
- In-person outreach in 8 neighborhood parks for 11 events,
- Bi-lingual staff helped at the in-person events
- Booth at Farmer's Markets and at the 2 recreation centers
- Email campaign to diverse community groups
- Diverse stakeholders group discussion

Parks, Recreation and Cultural Services Department - Common Acronyms		
Acronym	Full Name	Brief Description
ADA	Americans with Disabilities Act	Program to make new and existing facilities readily accessible to and usable by persons with disabilities.
CAF	Cost Adjustment Factor (PIF)	Discount for taxes and fees currently paid by new homeowners towards park acquisition and development within the park impact fee formula.
CDBG	Community Development Block Grant	Units of local government receive federal funds through the State. The funds help develop and preserve affordable housing and provide services to the most vulnerable in our communities. The funds also help to create and retain jobs. The requirements of 24 CFR 570.486 must be followed.
CFP	Capital Facilities Plan	A required component of the comprehensive plan dealing with proposed projects and services and their related costs.
CP	Community Park	Urban Park Type, typically 20+ acres, serving residents within a 3 mile radius area. Common amenities typically include walking paths, themed play areas, open lawns, benches, shelters, picnic tables, play courts, & sport fields. Parking and restrooms are needed due to the larger service area.
DOC - WA	Washington State Department of Commerce	The Department of Commerce strengthens communities and works to grow Washington's economy. Grant programs support local projects.
GIS	Geographic Information Systems	A computer application used to store, view, and analyze geographical information. Maps are an important function of the system.
GMA	Growth Management Act	State law that requires the fastest growing counties in the state to construct comprehensive plans (<i>see RCW 36.70A</i>).
ILA	Interlocal Agreement	An agreement between local public agencies in the interest of sharing resources for their mutual benefit.
I-UNA	Improved Urban Natural Area	This is a proposed new category to include improved natural areas for passive recreation that may include trails, benches, and picnic tables.
LOS	Level of Service	A method of measuring and defining the type and quality of a particular public service.
M & O	Maintenance and Operations	The various activities commonly undertaken to maintain and operate park and recreation facilities
MOU	Memorandum of Understanding	A document describing a bilateral or multilateral agreement between parties
NH	Neighborhood Park	Urban Park Type, typically 2-5 acres, service area = 1/2 mile radius. Common amenities include walking paths, play areas, open lawns, benches, picnic tables and sport courts. This is a walk to destination to serve the local community and do not typically include supportive facilities such as restrooms and parking. Some high use areas may warrant expanded amenities and support services where community parks are not available or in higher density land use areas.
NRPA	National Recreation and Parks Association	NRPA is the leading advocacy organization dedicated to the advancement of public parks and recreation opportunities.
OFM	Washington State Office of Financial Management	State office that officially provides the County and City population projections that as a minimum must be used in growth management planning.
Park AC	Park Acreage	Number of acres per type of park. For example the current level of service is Park Ac / 1000 residents.
PC	Planning Commission	A group of people appointed by the city council to administer planning and land use regulations for the jurisdiction.
PIF	Park Impact Fee	A fee levied on the developer of a single or multi-family residential unit as compensation for the expected effect of that development on the provision of park, trails and open space (<i>RCW 82.02</i>) .
PIF District	Park Impact Fee District	A defined area in which park impact fees are collected and expended to provided urban park and open space services.
PRAC	Parks & Recreation Advisory Commission	A collection of city appointed citizen and agency representatives who advise the city council and board of commissioners on matters related to the provision of park & recreation services.
RCO	Recreation & Conservation Office	An executive branch state agency that serves five boards; it implements policies and programs established by the boards, the Legislature, and the Governor; and it administers state and federal grant programs for recreation and habitat conservation.
RCW	Revised Code of Washington	The most recent edition, in a consolidated form, of all laws of the state of a general and permanent nature (https://apps.leg.wa.gov/rcw/)
REET	Real Estate Excise Tax	A tax on all sales of real estate, measured by the full selling price, including the amount of any liens, mortgages and other debts given to secure the purchase, at a pre-determined rate, subject to state law.
REET-C	City Real Estate Excise Tax	Real Estate Excise Tax collected within the city limits
REET-R	Regional Real Estate Excise Tax	Real Estate Excise Tax collected outside city limits and urban growth areas.
REET-U	Urban Unincorporated Real Estate Excise Tax	Real Estate Excise Tax collected outside the Vancouver City limits, but within the Vancouver Urban Area
Acronym	Full Name	Brief Description
RG PK	Regional Park	recreational activities, including sport fields, extensive trail systems and large picnic areas. Amenities vary by site. Location examples include Vancouver Lake Regional Park and Frenchman's Bar within the City of Vancouver boundaries.

SEPA	State Environmental Policy Act	Washington State Environmental Policy Act which requires that the environmental impacts of a proposed action be considered, analyzed, and, if necessary, mitigated prior to enactment.
UC	Urban Center (Proposed new category)	Mixed use, high density residential, commercial/industrial area that includes plazas, civic squares and public areas.
UGA	Urban Growth Area	Areas established as part of the growth management process to allow for the efficient provision of urban levels of governmental services and where urban growth will be encouraged.
UGB	Urban Growth Boundary	The line designating the extent of the urban growth area.
UNA	Urban Natural Area	Any parcel or area of land or water that is essentially unimproved and devoted to an open space use such as preservation of natural resources, outdoor recreation not requiring development, or public health and safety - i.e.. flood control. Also known as Urban Open Space (UOS).
UUA	Urban Unincorporated Area	The area within the Vancouver Urban Growth Area that is outside of the City limits.
VPRCS	Parks, Recreation & Cultural Services Department	City of Vancouver, Parks, Recreation and Cultural Services Department name.
VMC	Vancouver Municipal Code	A codification of the General Ordinances of the City of Vancouver
WAC	Washington Administrative Code	Laws adopted by state agencies to implement state legislation.

NOTES:

Dense Urban Center Park Types will be added when available.

Some of the 'typical' amenities of current park types may change, including themed structures, hybrid NH/CP, etc.

Diversity, Equity & Inclusion Update

VANCOUVER
CITY HALL



September 27, 2021

Vancouver City Council Workshop

Alicia Sojourner, Director of Diversity, Equity &
Inclusion

Reflection Questions

What is your vision for diversity, equity and inclusion within the City of Vancouver?

What may be barriers advancing diversity, equity and inclusion to achieve your vision?



What is DEI?



DEI Headlines



Diversity, equity & inclusion (DEI) leads the way COV does business through making it a priority

DEI becomes a differentiator resulting in internal cultural shifts; integral to business and service success

DEI provides access to community, decision-makers and stakeholders

Helps brand as more than city government core service provider

Opportunity to heal from historical damage and trauma; create equitable policy whereas one's identity is not a factor in one's success

DEI Challenges as Opportunities



CULTURE & CLIMATE



ACCOUNTABILITY &
LACK OF SUPPORT



TRUST OF LEADERSHIP



DEI RESOURCES &
MESSAGING

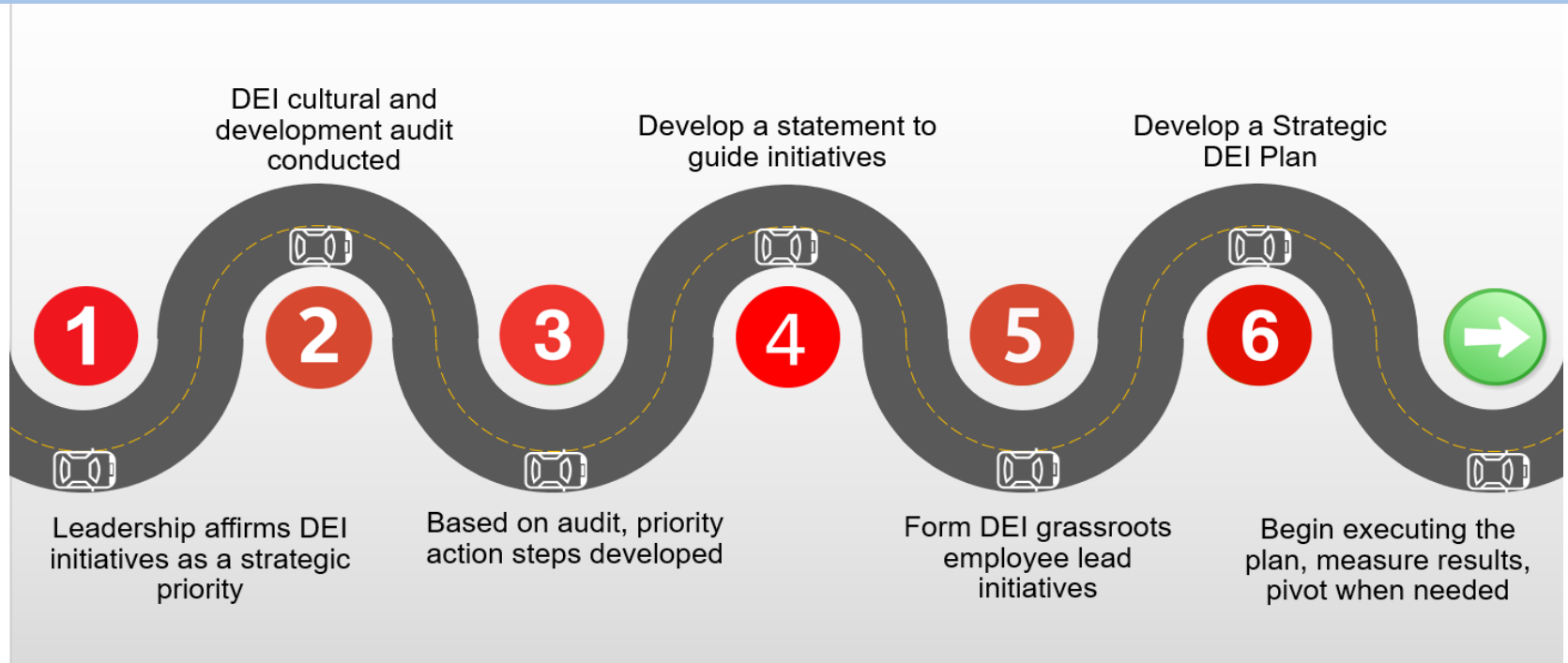


DEEP DIFFERENCES
(DEI EFFORTS ARE SEEN
AND EXPERIENCED)

DEI Business Case

Community	Talent	Government
• Diversity, equity and inclusion quality of life solutions to our community • Identify new business opportunities • Make DEI a differentiator • Cultivate external partnerships to support community priorities	• Attract, develop, and retain the best talent • Create an engaged and committed workforce • Create innovative solutions for community • Develop cross-cultural competencies to manage and work with multicultural teams	• Create a space for healing from past harm • Reduce harm • Develop equity policy • Create equity innovative solutions for community

Organizational Roadmap



Elements for DEI Systemic Culture Change

Commitment & action from City Council and City Leaders

Integrate DEI into all functions & core business strategy

Accountability

Measurement Systems

Grassroots Staff Involvement

Resources & structure

Clearly articulated DEI strategy

Community Involvement

Leadership Commitment

City Council

Maintain DEI as one of the city's strategic priority

Support DEI goals of the city

Use an equity lens for policy making

Commit to ongoing DEI professional development

City Leadership

Involvement as mentors, ERGs sponsors and community engagement

Commit to ongoing DEI Professional development

Follow through of inclusive practices & leadership

Office of DEI

Provide DEI guidance for organization, as whole

Support direction of community engagement through a DEI lens

Create space for external DEI efforts

Building Our Strategy



Council's Next Steps/Timeline



Questions and Discussion

- Alicia Sojourner, Director of Diversity, Equity & Inclusion
- alicia.sojourner@cityofvancouver.us



Staff Report 136-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/27/2021

SUBJECT Bid Award - Southside Interceptor CIPP Sewer Rehabilitation Phase 2

Key Points

- The project will install approximately 2,800 total linear feet of 36-inch Cured-In-Place Pipe (CIPP).
- The City received 4 bids for the project.
- Staff proposes awarding a contract to the lowest, responsive bidder, Allied Plumbing & Pumps of Wenatchee, WA at the bid price of \$976,348.10.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

This project will rehabilitate approximately 2,800 linear feet of existing 36-inch interceptor sewer mains using the trenchless process of Cured-In-Place-Pipe (CIPP). The Southside Interceptor is part of the backbone of the sewer system that transports wastewater to the Westside Reclamation Facility. This project is the result of an interceptor condition assessment project completed in 2016 that provided a list of capital projects needed to maintain the system.

On August 31, 2021, the City received 4 bids for the subject project. The bids ranged between \$976,000 and \$1,562,000.00. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Allied Plumbing & Pumps, Wenatchee, WA	\$976,348.10
Iron Horse, LLC, Farview, OR	\$1,390,249.56
Michels Corporation, Salem, OR	\$1,531,673.89

Insituform Technologies LLC, Chesterfield, MO	\$1,561,384.44
Engineers' Estimate	\$1,440,000.00

An Apprenticeship Program Waiver Request was approved for this project. A copy of the waiver request is attached. From experience with past similar CIPP projects the City has confirmed that for rehabilitation projects that utilize CIPP trenchless technology, the labor hours and subsequent labor costs required to complete the project are very low compared to the higher cost of the materials needed. Using the projects that appear in the waiver request, the Central Van North project, which was built with traditional open-trench digging methods, had approximately 47% labor costs and 53% materials/other costs. The Southside Interceptor CIPP project had approximately 14% labor costs and 86% materials/other costs.

Following the City's current apprenticeship policy, this project meets both of the criteria for waiver of an apprenticeship requirement: the project is a high materials cost but low labor hours project, and the contractor will only be allowed 30 working days to complete the work.

Advantage(s)

1. Completion of the project will follow the recommendations of the Interceptor Condition Assessment Study as well as asset management criticality models.
2. Allows for the continuing provision of high quality reliable sewer service.

Disadvantage(s)

None

Budget Impact

None. Sufficient budget for these sanitary sewer improvements was appropriated in the 2021-2022 Sewer Construction Fund, Capital Improvement Program.

Prior Council Review

Funding previously reviewed by Council in the context of the 2021-2022 Sewer Construction Fund Capital Budget.

Action Requested

Award a contract contract for the Southside Interceptor Phase 2 - CIPP project to the lowest responsive and responsible bidder, Allied Plumbing & Pumps of Wenatchee, WA at their bid price of \$976,348.10, which includes Washington State sales tax.

Sheryl Hale, Senior Engineering Supervisor, 360-487-7151

ATTACHMENTS:

- ▣ Contract
- ▣ Boundary map
- ▣ Apprenticeship Waiver Request



CONTRACT # _____

ITB 21-27 Southside Interceptor CIPP Sewer Rehabilitation Ph 2

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and Allied Plumbing & Pumps LLC, DBA Allied Trenchless hereinafter referred to as "Contractor," whose address is 2131 N. Wenatchee Ave., Wenatchee, WA 98801, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Southside Interceptor CIPP Sewer Rehabilitation Ph 2. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 21-27 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on _____ per Staff Report No. _____; and

WHEREAS, the Contractor has represented 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.

- 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.

The Contractor shall furnish and install approximately 2,794 lineal feet of 36-inch of Cured-In-Place Pipe (CIPP) to rehabilitate existing sanitary sewer mains. The CIPP is to be designed for fully deteriorated gravity flow conditions. The work consists of furnishing all labor, equipment, materials, and incidentals required to rehabilitate the existing sewer mains with either steam cured or ultraviolet (UV) cured CIPP. This work will also include customer notification, bypass pumping, cleaning, root and sediment removal, initial Closed Circuit Television (CCTV) inspection and assessment, CIPP installation and testing, reinstatement of all laterals, testing, and final CCTV inspection.

Work will also consist of epoxy or polyurethane lining of 9 manholes for corrosion prevention in conjunction with the proposed CIPP lining.

If necessary, the Contractor may have up to 40 working days after the contract is awarded prior to NTP being issued so that they may coordinate with other municipalities on similar projects.

Once construction has begun, the contract work shall be fully completed within 40 working days.

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

- 3. E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any subcontractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.
- 4. CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever. At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:
1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- 5. DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- 6. COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.4% Washington State Sales Tax (if applicable) \$976,348.10.

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 Proposal and as modified by any and all approved Change Orders.

- 7. CONTRACTOR'S INSURANCE:** 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 agreement.	
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
a. Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value.	
b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	

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

- 9. DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.
- 10. EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.
- 11. PAYMENT OF LABOR:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. 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 months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

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

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

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

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department a Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all

subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

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

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

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

- 14. 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.

- 15. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

- 16. 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.

- 17. 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.
- 18. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.
- 19. JURISDICTION/VENUE:** In the event that any litigation should arise concerning the construction or interpretation of the terms and/or conditions of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.
- 20. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Contract, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 21. 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.
- 22. 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.

- 23. 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.

- 24. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.
- 30. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.
- 31. INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if fully as set forth herein. Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
1. Amendments to the Contract,
 2. This Contract,
 3. Addenda to the Solicitation,

4. The Solicitation,
5. Contractor's Proposal,
6. Special Provisions,
7. Contract Plan Set,
8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
9. General Conditions for Facility Construction,
10. City of Vancouver Standard Plans,
11. WSDOT Amendments to the WSDOT Standard Specifications,
12. WSDOT Standard Specifications,
13. WSDOT Standard Plans.

32. NOTICES: Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto.

Anna Vogel
 City of Vancouver
 415 W 6th St.
 PO Box 1995
 Vancouver WA 98668-1995

Allied Trenchless
 2131 N Wenatchee Ave.
 Wenatchee, WA 98801

By signing below, Contractor accepts the terms and conditions of this Contract and specifically acknowledges and agrees that the provisions contained herein have been mutually negotiated by the Parties.

CITY OF VANCOUVER, A municipal corporation

CONTRACTOR:
Allied Trenchless

 Eric Holmes, City Manager

 By: (Proprietor, partner, or corporate president must sign)

Attest:

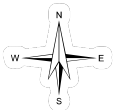
 Natasha Ramras, City Clerk

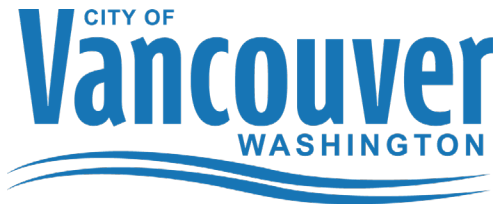
 Printed Name

 Title

Approved as to form:

 Jonathan Young, City Attorney





MEMORANDUM

DATE: September 2, 2021

TO: Anna Vogel, Procurement Manager and Natasha Ramras, Chief Financial Officer

FROM: Sheryl Hale, Senior Civil Engineer and Dan Swensen, Interim Public Works Director

RE: **Apprenticeship Program Waiver Request**

PROJECT: **Southside Interceptor PH2 CIPP Rehabilitation Project**

CC:

The above referenced project has an engineer's estimate of \$1.4M to rehabilitate approximately 2,800 LF of existing 36-inch sewers. According to current City policy, this level of project estimate would require a minimum apprenticeship utilization goal of 3% to be assigned to this project.

From experience on past projects the City has determined that the rehabilitation projects that utilize Cured-In-Place (CIPP) trenchless technology the labor hours required to complete the project are very low compared to the high cost of the materials needed.

If one was to compare a Trenchless project like this to a traditional dig project the differences in material to labor costs would be very apparent. Here is a comparison of two recent projects:

Project	Project Type	Length of Sewer	Budget	Labor Hours
Southside Interceptor Rehab - CIPP	Trenchless	2,173 LF Existing 42-inch sewer	\$1,255,000	2,281.33
Central Van North PH1	Traditional Dig	2,800 LF new 8-inch sewer	\$659,000	4,112.5

As can be seen above, the specialized projects utilizing trenchless technology have roughly twice the cost with half the labor hours.

In addition to the high material costs and low labor hours this trenchless technology is very specialized. Typically, contractor's that bid on this type of work are from outside the Vancouver area which makes it even more difficult to find and establish a network of apprenticeship laborers.

On the Southside Interceptor project noted above, a project very similar to the planned Southside Interceptor Phase 2 project, there was a 3% apprenticeship goal, but the contractor was not able to supply any apprenticeship hours.

Regarding the approved criteria for apprenticeship requirement waiver, the Southside Interceptor Phase 2 CIPP project meets both; the project is a high material's but low labor hours project, and the contractor will only be allowed 30 working days to complete the work.

Public Works requests that the apprenticeship requirement be waived for the Southside Interceptor Phase 2 CIPP Rehabilitation project.



Staff Report 137-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/27/2021

SUBJECT Approval of Cost Increase to Contract No. C-100466 Elevator Maintenance and Services

Key Points

- An amendment to the current Contract with George Elevator Service, LLC for Elevator Maintenance and Services is required to authorize cost increases to facilitate the needed elevator upgrades and continue maintenance on City owned elevators and lifts.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

On November 23, 2020, City Council approved a five- (5) year contract with George Elevator Service, LLC for elevator preventative maintenance, on-call services and new installation/additions or required upgrades to the elevator systems with a "not to exceed" cost of \$450,000.00. Facilities received an approved capital budget for upgrade improvements for City Hall (3 elevators) and the Marshall Center (1 elevator), for budget years 2021 and 2022. Currently, City Hall Elevator #1 upgrade is complete, and Elevator #2 parts are ordered. The Contract amount of \$450,000 is expected to be exceeded due to the required upgrades for City Hall Elevators #2 & #3 and Marshall Center Elevator upgrades along with the normal monthly maintenance and on-call services.

Advantage(s)

To perform preventative maintenance and inspections, along with new installation/additions or required upgrades needed to the elevator systems on the City's current and future buildings to meet the Washington State Elevator codes and the City of Vancouver Fire Marshall codes and

requirements for fire life safety.

Disadvantage(s)

None

Budget Impact

- Funds for the monthly service and inspections have been budgeted.
- Currently, the existing budget appropriation is not sufficient to fully cover the cost associated with this contract. Based on the priority of this work, other, lower priority projects might be delayed ensuring consistency with current budget allocations. Additional budget appropriation will be requested in the following budget supplemental appropriations. The increase in the contract cap would allow the City to utilize it within the current budget authority and upcoming capital needs.

Prior Council Review

Contract approval on November 23, 2020 (Staff Report No. 168-20)

Action Requested

Approve a Contract Amount increase of \$570,308.52 for Contract No. C-100466 Elevator Maintenance and Services and authorize the City Manager, or his designee, to increase the total Contract Amount to \$1,020,308.52.

Michael Shrum, Facilities Contract Services Supervisor, 360-487-8260

ATTACHMENTS:

- Amendment to Elevator Maintenance and Services Contract

CONTRACT C-100466

AMENDMENT NO. 3

2020 Elevator Maintenance and Services

This Amendment is made by and between the City of Vancouver, Washington, a municipal corporation (hereinafter referred to as "the City") and George Elevator Service, LLC., 13208 NE 20th St., Vancouver Washington, 98684 (hereinafter referred to as the "Contractor").

This Amendment modifies the following portions of the Contract:

Section 6. COMPENSATION AND SCHEDULE OF PAYMENTS:

Increase Contract Amount to \$1,020,308.52.

All other terms and conditions shall remain unchanged and in full force and effect.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

George Elevator Service LLC

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Staff Report 138-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/27/2021

SUBJECT Professional Services Agreement Extension & Increase Herrera Environmental Consultants Inc. C-100130

Key Points

- The City's procurement regulations require all professional services contracts in excess of \$300,000 be approved by City Council. Extending the current contract will bring the total amount to \$533,158
- Vancouver's Surface Water Management team oversees a long-term water quality monitoring program and utilizes the environmental data to identify areas for targeted stormwater improvement projects, determine educational outreach needs, and to demonstrate compliance with state water quality standards.
- The current contract for water quality monitoring in the Burnt Bridge Creek watershed covers data collection from October 2019 through September 2021. Extending the contract for two additional water years (October 2021 through September 2023) would provide a consistent dataset for trend analysis and provide feedback for adaptive strategies in stormwater management.
- Staff is requesting an increase of \$277,624 to the professional services contract for a total of \$533,158 to support on-going collection of high-quality data.
- Staff is also requesting implementing the optional two-year extension to February 15, 2024.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

The City currently contracts with Herrera Environmental Inc. to conduct water quality monitoring in the Burnt Bridge Creek watershed. The monitoring schedule follows the USGS water-year from October 1 through September 30. The contract includes data review and analysis and a final technical report due in January following the second year of monitoring. The current contract will

end January 2022 for data collected September 2019 – October 2021.

To provide for seamless data collection into the next two-year monitoring cycle, staff is requesting an increase of the professional services contract to \$533,158 to support current and future stormwater management activities by extending the contract through February 15, 2024. This requested increased amount is approved in the Surface Water capital budget.

Advantage(s)

1. Extending the contract will ensure that the long-term monitoring program will continue to receive scientifically reliable water quality data into the next two water-year cycle and will allow continued use of software and equipment already purchased.
2. Increasing the contract will allow the City to retain a consultant team with in-depth knowledge of our watersheds for collection and analysis of data to support targeted Surface Water Management capital improvement projects.

Disadvantage(s)

None

Budget Impact

The outlined \$277,624 increase is approved in the Surface Water capital budget. The total increase amount requested provides for monitoring and reporting through February 15, 2024, as department budgets allow.

Prior Council Review

None

Action Requested

Authorize the City Manager or designee to execute a contract amendment increasing the maximum amount payable to Herrera Environmental Consultants Inc. for professional services by \$277,624 to a not-to-exceed contract amount of \$533,158.

Annette Griffy, Engineering Program Manager, 360-487-7190; Kris Olinger, Senior Civil Engineer, 360-487-7188

ATTACHMENTS:

- ▣ Amendment to Professional Services Agreement C-100130
- ▣ Professional Services Agreement C-100130

SERVICE AGREEMENT #C-100130

AMENDMENT No. 1

BURNT BRIDGE CREEK AMBIENT STREAM MONITORING

This Agreement amends the Professional Services Agreement number C-100130 by and between the City of Vancouver, hereinafter referred to as "City", and Herrera Environmental Consultants hereinafter referred to as "Contractor", whose address is 1001 SE Water Ave, Portland OR 97214 for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$277,624.00 to a revised authorized amount of \$533,158.00.
2. **Amend** the language contained in Section 1, Statement of Work with language in herein attached and by reference made part of the Contract, Attachment A – Burnt Bridge Creek 2021-2023 Water Quality Monitoring.
3. **Amend** language contained in Section 5, Time of Performance as follows: Extend the completed by date from January 15, 2022 to February 15, 2024.
4. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Herrera Environmental Consultants

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Amendment # 1

Page 1 of 1

BURNT BRIDGE CREEK 2021–2023 WATER QUALITY MONITORING

On August 19, 2021, the City of Vancouver (City) authorized Herrera Environmental Consultants (Herrera) to prepare a contract amendment with a scope of work and cost estimate to conduct ambient water quality monitoring of Burnt Bridge Creek in 2021–2023 and prepare a Summary Report for the City. Herrera will conduct the monitoring using the same procedures established for the 2019–2021 Burnt Bridge Creek Ambient Stream Monitoring Project. Herrera will evaluate water quality data collected in previous monitoring efforts to evaluate temporal and spatial patterns.

This scope of work includes a discussion of the activities, assumptions, deliverables, and a schedule associated with this project:

• Task 1.0 – Project Management	1
• Task 2.0 – QAPP Addendum.....	2
• Task 3.0 – Water Quality Monitoring	2
• Task 4.0 – Interim Reporting	4
• Task 5.0 – Summary Report.....	5
• Task 6.0 – EIM Submittal	6
• Project Schedule.....	6

TASK 1.0 – PROJECT MANAGEMENT

Herrera’s project manager (Jess Brown) will be responsible for ongoing contract administration of the project, including preparing invoices and progress reports, as well as coordination of work efforts with the designated client point of contact (Dorie Sutton) and analytical laboratories. Herrera’s project manager will have phone and e-mail contact with the City on an as-needed basis.

SCOPE OF WORK

Deliverables and Schedule

- Monthly invoices and progress reports.

TASK 2.0 – QAPP ADDENDUM

A quality assurance project plan (QAPP) was developed in 2019 by Herrera for ambient water quality monitoring in Burnt Bridge Creek from November 2019 through October 2021. Herrera will prepare an addendum consisting of a technical memorandum to document and define any modifications for the 2021–2023 ambient monitoring effort with respect to the procedures described in the 2019 QAPP. These modifications will include a proposed schedule for 2021–2022. The QAPP addendum will be submitted to the City for review, comment, and approval prior to commencing monitoring activities.

Assumptions

- City will provide one set of comments on the draft final QAPP addendum within 1 week of its submittal.

Deliverables

- Draft final QAPP addendum (Word or PDF file of technical memorandum)
- Final QAPP addendum (PDF file)

TASK 3.0 – WATER QUALITY MONITORING

Herrera will implement the monitoring program over a 2-year period from October 2021 through October 2023 covering water years 2022 and 2023. This monitoring will be performed in accordance with field measurement, sampling, and quality control procedures identified in the 2019 QAPP and QAPP addendum. It is anticipated that samples will be analyzed for the same parameters as 2019–2021 including optical brighteners as a parameter for septic system source tracking. Any modifications to parameters will be documented in the QAPP addendum under Task 2.0.

Sampling and field measurements will be collected at 11 sites in 1 day during 12 sampling events in each year of monitoring. Continuous temperature monitoring will be conducted May through October at 8 of the 11 sites, and temperature data will be downloaded from each site during each baseflow sampling event to minimize risk of lost data. Temperature probe calibration will be checked prior to and after both deployment periods. The sampling schedule presented below in the Project Schedule subsection assumes that sampling will be conducted

SCOPE OF WORK

for each water year during 5 storm events, 3 base flow events in the wet season from October through May, and 4 monthly baseflow events in the dry season from June through September for a total of 24 events. The actual sampling dates will depend on rainfall conditions and may be modified in the QAPP addendum prepared in Task 2.

It is anticipated that sampling will begin at 8:00 am and conclude by 4:00 pm. Monitoring procedures at each site will generally consist of 1) calibration and equilibration of water quality meters, 2) collection of grab samples by directly filling each pre-labeled sampling bottle from the center of the stream, 3) storage of sampling bottles in a cooler with ice, 4) recording of water quality meter measurements, and 5) downloading of temperature probe data. All field data will be recorded on a sampling form to ensure all data are collected and for ease of data entry. One field duplicate sample will be collected during each sampling event for a total of 12 samples per event and 288 samples for all 24 events (12 events in each year of monitoring). One field duplicate water quality meter measurement will be recorded for each sampling event.

The sample cooler containing fecal bacteria samples (fecal coliform and *E. coli*) will be shipped via Federal Express to LabCor, Inc. (Seattle, WA) by 5:00 pm for delivery by 8:30 am on the following day. The optical brightener samples will be analyzed by Herrera staff in the evening the day of sampling. The remaining samples will be picked up by the ALS Environmental (Kelso, WA) courier by 7:00 am the following morning. The sample coolers will be carefully packed with ice to maintain a temperature of 4°C and bubble wrap to prevent breakage of any glass containers. Samples will be immediately processed by each laboratory in accordance with required sample holding times and storage conditions for each of the analyses. All field and laboratory data will be reviewed by the quality assurance officer within one week of receipt to ensure that all data meet the objectives for completion, precision, and accuracy. Any corrective actions will be taken as necessary. Data review and validation of results will be presented in interim update memoranda for Task 4. Validated project data will be entered into a database for the project summary report (Task 5).

Assumptions

- Each sampling event will require up to 17 staff hours to complete, including travel, optical brightener analysis, shipping, mobilization, and demobilization time.
- Temperature probe installation and removal will be performed by two Herrera staff.
- All sampling events will be performed by two Herrera staff or one Herrera staff and one City staff. City staff may provide field support depending on availability and City health and safety policy.
- Sampling locations will be consistent with the 2019–2021 ambient monitoring sampling locations.

SCOPE OF WORK

- Sampling will be conducted on a Tuesday, with alternate sampling days occurring on a Monday or Wednesday if necessary.

Deliverables

- Field forms, continuous temperature data, and laboratory reports will be submitted to the City for each sampling event in interim reports for Task 4.

TASK 4.0 – INTERIM REPORTING

Herrera will prepare an interim update memorandum for each sampling event within 6 weeks of the sampling event. Each report will summarize sampling activities and present the field forms, continuous temperature data, laboratory data reports, and chain of custody documentation. All field and laboratory data will be reviewed by the quality assurance officer in accordance with the QAPP addendum. Each interim update memorandum will include a data quality and usability assessment that identifies any changes or deviations from the QAPP for each of the following quality control elements:

- Completeness
- Methodology
- Holding Times
- Method Blanks
- Laboratory Duplicates
- Field Duplicates
- Laboratory Control Samples
- Matrix Spikes
- Significant quality assurance problems and corrective actions
- Measurement quality objectives that were not met and the resulting impact on decision making
- Limitations on the use or interpretation of the measurement data
- Recommended changes to monitoring procedures

SCOPE OF WORK

Deliverables

- Interim update (PDF file) will be submitted to the City for each of 24 sampling events within 6 weeks of each sampling date.

TASK 5.0 – SUMMARY REPORT

Herrera will provide one summary monitoring report upon completion of the 2-year monitoring period. This report will identify the specific goals of the monitoring program and then describe the monitoring procedures that were implemented to achieve those goals. Monitoring quality assurance objectives and review findings will be summarized. Results of the monitoring program will then be presented and evaluated using supporting graphical and/or tabular representations of the data as necessary. Results from statistical analyses that are performed on the data will be presented and discussed in detail. Finally, major conclusions from the monitoring program will be presented at the end of the report.

Herrera's quality assurance officer will perform an independent review of all data entry to ensure individual sample values and data flags were entered without error. All interim reports will be included as appendices. All validated project data will be entered into a spreadsheet database (Excel) that will be suitable for data analysis and preparation of the EIM data submittal to Ecology (Tasks 6 and 7).

The summary report will be submitted to the City for review and comment. Herrera will address all comments and submit a final draft report for approval by the City. Once the final annual monitoring report has been approved by the City, Herrera will make all the project data available to the City in an electronic format that is compatible with the City's GIS. Herrera will also forward all project data to the City in an electronic format that conforms to the submittal requirements for Ecology's EIM system (Tasks 6 and 7).

Assumptions

- City will provide consolidated written comments on the draft project report within 3 weeks of receiving the report.

Deliverables

- Draft summary report (PDF and MS Word)
- Draft Final summary report (PDF file)
- Final summary report (PDF file)

SCOPE OF WORK

TASK 6.0 – EIM SUBMITTAL

Validated field and laboratory data in the project database will be put in an electronic format that conforms to the submittal requirements for Ecology’s EIM system. Herrera will submit the 2021-2022 monitoring year EIM data to Ecology and the City within 10 business days of completing the final Year 1 Interim Report. Herrera will submit the 2022-2023 monitoring year EIM data to Ecology and the City within 10 business days of completing the project summary report. Herrera’s quality assurance officer will perform an independent review of all data entry to ensure individual sample values were entered without error. Herrera will coordinate with Ecology during the submittal process.

Assumptions

- Schedule includes 3 weeks after the Year 2 EIM submittal for any revisions requested by Ecology.

Deliverables

- Year 1 (2021–2022) EIM data submittal (Microsoft Excel) to Ecology and City
- Year 2 (2022–2023) EIM data submittal (Microsoft Excel) to Ecology and City

PROJECT SCHEDULE

The proposed project schedule is summarized in the following table. This schedule assumes that the contract is complete and notice to proceed is obtained on October 1, 2021. The schedule may be revised in the QAPP addendum (Task 2) or over the course of the project as needed and approved by the City.

SCOPE OF WORK

Table 1. Project Schedule.	
Activity	Scheduled Date/Duration
Task 1. Project Management	
Project Management	10/1/21 – 2/15/24
Kick-off Meeting	10/1/21
Task 2. QAPP Addendum	
Draft Final QAPP Addendum	10/8/21
Final QAPP Addendum	10/20/21
Task 3. Water Quality Monitoring	
Year 1 Sampling	
Storm Sampling (5 Events)	10/20/21 – 5/31/22
Wet Season Baseflow Sampling (3 Events)	11/1/21 – 4/30/22
Dry Season Baseflow Sampling (4 Events)	6/1/22 – 9/30/22
Temperature Probe Deployment	5/2/22 – 10/31/22
Laboratory Reports	15 business days after sampling
Year 2 Sampling	
Storm Sampling (5 Events)	10/1/22 – 5/31/23
Wet Season Baseflow Sampling (3 Events)	11/1/22 – 4/30/23
Dry Season Baseflow Sampling (4 Events)	6/1/23 – 9/30/23
Temperature Probe Deployment	5/1/23 – 10/31/23
Laboratory Reports	15 business days after sampling
Task 4. Interim Updates and Data Review	
Interim Updates 1 through 24	6 weeks after sampling
Task 5. Summary Report	
Draft Summary Report	12/15/23
Draft Final Summary Report	1/8/24
Final Summary Report	1/15/24
Task 6. EIM Data Submittal	
2021 – 2022 EIM Data Submittal	10 days after submitting Interim Update 12
2022 – 2023 EIM Data Submittal	1/29/24-2/15/24



Cost Estimate for
Herrera Project No.

Burnt Bridge Creek Water Quality Monitoring
19-07183-001

Herrera Labor based on: Burdened Labor Rates			Task No.	1	2	3	4	5	6	Total	
				Project Management	QAPP Addendum	Water Quality Monitoring	Interim Reporting	Summary Report	EIM Submittal		
			Schedule	Task Start Date	10/1/2021	10/1/2021	10/20/2021	11/1/2021	10/15/2023		11/30/2022
				Task End Date	2/15/2024	10/20/2021	10/31/2023	10/15/2023	1/15/2024		2/15/2024
Staff	Title	2021 Burdened Labor Rates									
Brown, Jess	Engineer III	\$140.51	52	4	24	104	64	16	264		
Zisette, Rob	Scientist VI	\$260.62	4	3	8	24	28	0	67		
Lee, Adam	Engineer III	\$164.80	0	0	18	0	0	0	18		
West, Carson	Engineer II	\$134.51	0	0	136	0	8	0	144		
Mullen, Meghan	Engineer II	\$133.65	0	0	0	8	12	8	28		
Gleason, Rayna	Landscape Designer II	\$110.01	0	0	120	0	0	0	120		
Nilsson, Samuel	Scientist II	\$101.34	0	8	168	96	40	16	328		
Stewart, Rick	Project Accountant III	\$109.25	18	0	0	0	0	0	18		
Jackowich, Pam	Administrative Coordinator IV	\$123.03	0	3	0	18	20	0	41		
Total Hours per Task			74	18	474	250	172	40	1028		
Subtotal Labor			\$10,315	\$2,524	\$56,942	\$33,880	\$25,484	\$4,939	\$134,084		
Subtotal Herrera Labor			\$10,315	\$2,524	\$56,942	\$33,880	\$25,484	\$4,939	\$134,084		
3%	Escalation on Herrera Labor in 2022		\$143	\$0	\$788	\$469	\$0	\$68	\$1,469		
6%	Escalation on Herrera Labor in 2023		\$286	\$0	\$1,577	\$938	\$706	\$137	\$3,643		
9%	Escalation on Herrera Labor in 2024		\$71	\$0	\$394	\$0	\$176	\$34	\$676		
Escalated Subtotal Herrera Labor			\$10,815	\$2,524	\$59,702	\$35,287	\$26,366	\$5,178	\$139,872		
Travel and Per Diem (PD)											
Item	Unit	Cost									
Auto Use	Mile	\$0.56	0	0	2340	0	0	0	2340		
Subtotal Per Diem			\$0	\$0	\$1,310	\$0	\$0	\$0	\$1,310		
Laboratory Costs											
Item	Unit	Cost									
ALS Kelso	Unit	\$392.00	0	0	288	0	0	0	288		
Lab/Cor	Unit	\$49.50	0	0	288	0	0	0	288		
Subtotal Lab Costs			\$0	\$0	\$127,152	\$0	\$0	\$0	\$127,152		
Other Direct Costs (ODCs)											
Item	Unit	Cost									
Water quality multimeter (YSI)	Day	\$100.00	0	0	24	0	0	0	24		
Gloves, disposable (box)	Box	\$25.00	0	0	4	0	0	0	4		
Computer, laptop	Day	\$50.00	0	0	12	0	0	0	12		
Hobo temperature probes	Each	\$135.00	0	0	10	0	0	0	10		
Miscellaneous (lump sum)	Each	\$1,000.00	0	0	1	0	0	0	1		
Shipping	Each	\$160.00	0	0	24	0	0	0	24		
Subtotal ODCs			\$0	\$0	\$9,290	\$0	\$0	\$0	\$9,290		
Subtotal Per Diem, Lab Costs, and ODCs			\$0	\$0	\$137,752	\$0	\$0	\$0	\$137,752		
Grand Subtotal			\$10,815	\$2,524	\$197,454	\$35,287	\$26,366	\$5,178	\$277,624		
Grand Total									\$277,624		

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. 100136
BURNT BRIDGE CREEK AMBIENT STREAM MONITORING

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Herrera Environmental Consultants hereinafter referred to as "Contractor", whose address is 1001 SE Water Avenue Portland, OR 97214.

WHEREAS, the City desires to engage the Contractor to conduct ambient stream water quality monitoring in the Burnt Bridge Creek watershed and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 26-19, Contractor's proposal to said RFP; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to to conduct ambient stream water quality monitoring in the Burnt Bridge Creek watershed per RFP No. 26-19 and Contractor's response to said RFP on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

A. Task Descriptions, Methodology and Team

Each task included in the City's RFP is discussed below:

- Project Management (Task 1)
- QAPP Preparation (Task 2)
- Field Monitoring (Task 3)
- Interim Updates and Data Review (Task 4)
- Summary Report (Task 5)
- EIM Data Submittal (Task 6)

Project Management (Task 1)

Jess Brown will be responsible for day-to-day contact with the City; invoice review and progress reports preparation; coordination of all tasks; management of the analytical laboratories; and fulfillment of the scope of work. Rob Zisette, as principal-in-charge, will be actively engaged in providing corporate oversight to assure that Herrera meets the City's needs and expectations. In the event of changes in the scope of work, Jess will work with Rob to quickly recommend a course of action and to resolve any issues.

Team members responsible: Jess Brown and Rob Zisette

QAPP Preparation (Task 2)

Herrera will prepare a Quality Assurance Project Plan (QAPP) efficiently by modifying previous QAPPs prepared by Herrera, incorporating information from QAPP addendums, and updating it to reflect changes to the project (i.e., parameters and sampling events). Jess Brown and Rayna Gleason are familiar with the sampling sites, sampling route, site access, and specific locations for temperature probe installation.

This QAPP will be prepared in accordance with Ecology's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies. The following sections are proposed for the project QAPP:

Introduction:

- Regulatory framework and background
- QAPP goals

Background:

- Site description
- Parameters of concern
- Previous monitoring studies

Project Objectives and Description:

- Objectives
- Parameters

Organization and Schedule:

- Project organization and key personnel
- Project schedule

Measurement Quality Objectives:

- Precision, bias, representativeness, completeness, comparability, reporting limits

Experimental Design:

- Monitoring station locations

- Water quality sampling and analysis
 - o Rainfall criteria for baseflow and storm event monitoring
 - o Temperature data logging

Field Procedures:

- Field measurement procedures
- Sample collection and field duplicates
- Sample identification
- Documentation

Measurement Procedures:

- Analytical methods
- Laboratory data reports
- Database

Quality Control:

- Field quality control procedures
- Laboratory quality control procedures

Data Management Procedures:

- Database management and audits Reporting:
- Audits and response actions
- Interim and summary reports

Data Verification and Validation:

- Quality assurance methods
- Blanks, control samples, matrix spikes, laboratory and field duplicates
- Bacteria enumeration

For consistency with previous monitoring programs, we recommend the period for dry and wet season baseflow monitoring be less than 0.04 inches of rain in the previous 24 hours. For consistency with 2012-2013 storm monitoring, we recommend at least 0.10 inches of rain in the previous 24 hours and at least 0.30 inches of rain predicted to occur in daylight hours of the sampling date.

The QAPP will be reevaluated after the first year of monitoring and, if necessary, updated with an addendum based on the first-year results and the needs of the City. The QAPP and QAPP addendum will be submitted to the City for review, comment, and approval prior to commencing monitoring activities.

Deliverables:

- Draft QAPP (electronic copy as PDF and Word files)
- Final QAPP (electronic copy as PDF)

- Draft QAPP addendum (electronic copy as PDF and Word files)
- Final QAPP addendum (electronic copy as PDF)

Team members responsible: Jess Brown and Rob Zisette

Field Monitoring (Task 3)

Herrera will implement the monitoring program over a 2-year period from October 2019 through September 2021. This monitoring will be performed in accordance with field measurement, sampling, and quality control procedures identified in the QAPP and QAPP addendum prepared for Task 2. It is assumed for this proposal that the field monitoring procedures will generally follow those procedures used for monitoring in 2018, will include all parameters and 24 sampling events specified in the RFP, and will include optical brighteners as an additional parameter for septic system source tracking.

Sampling and in situ field measurements will be collected at 11 sites over one day during 12 sampling events in each year of monitoring. Continuous temperature monitoring will be conducted May through October at eight of the 11 sites, and temperature data will be downloaded from each site during each sampling event to minimize risk of lost data. This period is recommended over the historical period of June through October because temperature criteria were occasionally exceeded by June. The sampling schedule presented below in the Proposed Project Schedule subsection assumes that sampling will be conducted for each water year during five storm events and three base flow events in the wet season from October through May, and four monthly baseflow events in the dry season from June through September. The actual sampling dates will depend on rainfall conditions and may be modified in the QAPP prepared in Task 2.

Based on previous experience, it is anticipated that monitoring will begin at 8:00 am and conclude at 4:00 pm. Monitoring procedures at each site will generally consist of: 1) calibration and equilibration of water quality meters, 2) collection of grab samples by directly filling each pre-labeled sampling bottle from the center of the stream, 3) storage of sampling bottles in a cooler with ice, 4) recording of water quality meter measurements, and 5) downloading of temperature probe data. All field data will be recorded on a sampling form to ensure all data are collected and for ease of data entry. One field duplicate sample will be collected during each sampling event for a total of 12 samples per event and 288 samples for all 24 events (12 events in each year of monitoring).

The sample cooler containing fecal bacteria samples (fecal coliform and E. coli) will be shipped via Federal Express to LabCor, Inc. (Seattle, WA) by 4:30 pm for delivery by 8:00 am on the

following day. The remaining samples will be picked up by the ALS Environmental (Kelso, WA) courier no later than the following morning. The sample coolers will be carefully packed with ice to maintain a temperature of 4°C and bubble wrap to prevent breakage of any glass containers. Samples will be immediately processed by each laboratory in accordance with required sample holding times and storage conditions for each of the analyses. All field and laboratory data will be reviewed by the quality assurance officer within one week of receipt to ensure that all data meet the objectives for completion, precision, and accuracy. Any corrective actions will be taken as necessary. Data review and validation results will be presented in interim update memoranda for Task 4. Validated project data will be entered into a database for the project summary report (Task 5).

Deliverables: Field forms, continuous temperature data, and laboratory reports.

Team members responsible: Rayna Gleason, Alex Svendsen, Jess Brown, and Rob Zisette

Interim Updates and Data Review (Task 4)

Herrera will prepare an interim update memorandum within six weeks of the sampling event. Each memorandum will summarize sampling activities and present the field forms, continuous temperature data, laboratory data reports, and chain of custody documentation. All field and laboratory data will be reviewed by the quality assurance officer in accordance with the QAPP. Each interim update memorandum will include a data quality and usability assessment that identifies any changes or deviations from the QAPP for each of the following quality control elements:

- Completeness
- Methodology
- Holding Times
- Method Blanks
- Laboratory Duplicates
- Field Duplicates
- Laboratory Control Samples
- Matrix Spikes
- Significant quality assurance problems and corrective actions
- Measurement quality objectives that were not met and the resulting impact on decision making
- Limitations on the use or interpretation of the measurement data
- Recommended changes to monitoring procedures

Deliverables: A total of 24 interim update memoranda (electronic copy as PDF file).

Team members responsible: Report preparation: Jess Brown and Alex Svendsen / Quality Assurance Review: Rob Zisette

Summary Report (Task 5)

Herrera will provide one summary monitoring report upon completion of the 2-year monitoring period. This report will identify the specific goals of the monitoring program and then describe the monitoring procedures that were implemented to achieve those goals. City of Vancouver Burnt Bridge Creek Ambient Water Quality Monitoring quality assurance objectives and review findings will be summarized. Results of the monitoring program will then be presented and evaluated using supporting graphical and/or tabular representations of the data as necessary. Results from statistical analyses that are performed on the data will also be presented and discussed in detail. Finally, major conclusions from the monitoring program will be presented at the end of the report.

Herrera's quality assurance officer will perform an independent review of all data entry to ensure individual sample values and data flags were entered without error.

All interim reports will be included as appendices. All validated project data will be entered into a spreadsheet database (Excel) that will be suitable for data analysis and preparation of the EIM data submittal to Ecology (Task 6).

The summary report will be submitted to the City for review and comment. Herrera will address all comments and submit a final draft report for approval by the City.

Once the final annual monitoring report has been approved by the City, Herrera will make all the project data available to the City in an electronic format that is compatible with the City's GIS. Herrera will also forward all project data to the City in an electronic format that conforms to the submittal requirements for Ecology's EIM system (Task 6).

Deliverables:

- Draft summary report (PDF and MS Word)
- Draft Final summary report (PDF)
- Final summary report (PDF)

Team members responsible: Jess Brown, Rob Zisette, and Alex Svendsen

EIM Data Submittal (Task 6)

Validated field and laboratory data in the project database will be put in an electronic format that conforms to the submittal requirements for Ecology's EIM system. Herrera will submit the EIM data to Ecology and the City within 10 business days of completing the project summary report. Herrera's quality assurance officer will perform an independent review of all data entry to ensure individual sample values were entered without error.

Team member responsible: Jess Brown

B. Reporting Methods to be Used

An interim update memorandum will be prepared following each of the 24 sampling events and submitted within 6 weeks of the sampling event. The draft summary report will be submitted within 3 months of the final sampling date and will include the interim update memoranda in an appendix. Jess Brown, Herrera's project manager, will conduct regular check ins with the City's project manager to provide informal updates on project progress and to send available preliminary data.

C. Testing Timelines

Samples will be submitted to the laboratory by the day after each sampling event and analyzed by the laboratory within each parameter's holding time criteria defined in the QAPP (Task 2). Laboratory reports will be provided within 14 days of sample collection.

D. Number of Tests

Sampling events are expected to occur monthly at each of the 11 monitoring stations. For quality control purposes, a duplicate sample will be collected at one of the 11 sites for each event. A total of 12 samples will be tested by the analytical laboratory for each of the 24 sampling events, for a total of 288 samples collected over the 2-year monitoring period. All samples will be analyzed for all parameters specified in the City's RFP. In-situ water quality measurements will be taken at each site including one duplicate, for a total of 12 water quality measurements per monitoring event for those field parameters specified in the City's RFP plus optical brighteners.

E. Testing Location and Details

ALS Environmental is the proposed analytical laboratory for all parameters except for fecal coliform and E. coli. Lab/Cor, Inc. will be responsible for microbiological analysis. ALS Environmental and Lab/Cor, Inc. have been used in previous monitoring years and are accredited by the Department of Ecology for the proposed parameters.

Project Schedule

Task	Activity	Proposed Scheduled Date/Duration
1. Project Management	Project Management	10/1/19 – 1/15/22
	Kick-off Meeting	10/1/19
2. QAPP Preparation	Draft Final QAPP Addendum	10/8/19
	Final QAPP Addendum	10/18/19
3. Field Monitoring		
Year 1	Storm Sampling (5 Events)	10/18/19 – 5/31/20
	Wet Season Baseflow Sampling (3 Events)	11/1/19 – 4/30/20
	Dry Season Baseflow Sampling (4 Events)	6/1/20 – 9/30/20
	Temperature Probe Deployment	5/1/20 -10/30/20
	Laboratory Reports	15 days after sampling
Year 2	Storm Sampling (5 Events)	10/18/20 – 5/31/21
	Wet Season Baseflow Sampling (3 Events)	11/1/20 – 4/30/21
	Dry Season Baseflow Sampling (4 Events)	6/1/21 – 9/30/21
	Temperature Probe Deployment	5/1/21 -10/30/21
	Laboratory Reports	15 days after sampling
4. Interim Updates/Data Review	Interim Updates 1 through 24	6 weeks after sampling
5. Summary Report	Draft Summary Report	12/15/22
	Draft Final Summary Report	1/8/22
	Final Summary Report	1/15/22
6. EIM Data Submittal	EIM Data Submittal	1/15/22

Budget

The budget spreadsheet on the following page provides an hour breakdown of our project costs, equipment fees, and analytical laboratory costs. Additional continuous temperature probes are budgeted due to our experience of frequently requiring replacements due to lost or stolen probes. Total costs for project management and those items listed in the RFP are provided in the following table.

Task	Item	Cost
1	Project Management	\$9,232
2	QAPP Preparation	\$4,058
3	Field Monitoring	\$53,141
3	Equipment Costs	\$4,824
3	Laboratory Costs	\$125,856
4	Interim Updates	\$31,963
5	Summary Report	\$23,935
6	EIM Data Submittal	\$2,525
Total		\$255,534

Burnt Bridge Creek Ambient Stream Monitoring Number of Tasks: 6				Task 1.0 Project Management		Task 2.0 QAPP Preparation		Task 3.0 Water Quality Monitoring		Task 4.0 Interim Updates and Data Review		Task 5.0 Summary Report		Task 6.0 EIM Submittals		TOTAL	
COST SUMMARY																	
Labor				\$0,792		\$3,865		\$48,606		\$30,441		\$22,795		\$2,405		\$116,904	
Escalation factor on labor @ 5% (by task)				\$440		\$193		\$2,430		\$1,522		\$1,140		\$120		\$5,845	
Travel and per diem				\$0		\$0		\$905		\$0		\$0		\$0		\$905	
Other direct costs (ODCs)				\$0		\$0		\$6,024		\$0		\$0		\$0		\$6,024	
Analytical laboratory				\$0		\$0		\$125,856		\$0		\$0		\$0		\$125,856	
GRAND TOTAL				\$9,232		\$4,058		\$163,821		\$31,963		\$23,935		\$2,525		\$255,534	
COST ITEMIZATION																	
Labor																	
(2019 rates)																	
Personnel		Rate/Hour	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
Ziaetta, Rob	Scientist VI	\$247.97	4	\$991	4	\$991	8	\$1,983	24	\$5,949	20	\$4,957	0	\$0	60	\$14,872	
Svendsen, Alex	Scientist III	\$136.90	0	\$0	0	\$0	195	\$26,696	0	\$0	20	\$2,738	0	\$0	215	\$29,434	
Brown, Jess	Engineer II	\$120.25	48	\$5,772	20	\$2,405	0	\$0	192	\$23,088	110	\$13,228	20	\$2,405	390	\$46,899	
Gleason, Rayna	Scientist II	\$102.19	0	\$0	0	\$0	195	\$19,927	0	\$0	0	\$0	0	\$0	195	\$19,927	
Rudnick, Tracy	Accounting Admin	\$112.71	18	\$2,029	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	18	\$2,029	
Jackowich, Pam	Admin. Coord. IV	\$117.03	0	\$0	4	\$468	0	\$0	12	\$1,404	16	\$1,872	0	\$0	32	\$3,745	
SUBTOTAL LABOR (Burdened Labor)				70 \$4,792		28 \$3,865		398 \$48,606		228 \$30,441		166 \$22,795		20 \$2,405		910 \$116,904	
TRAVEL/PER DIEM COSTS																	
Auto Use		Unit Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	
		Mile \$0.56	0	\$0.00	0	\$0.00	1,560	\$904.80	0	\$0.00	0	\$0.00	0	\$0.00	1,560	\$905	
SUBTOTAL TRAVEL AND PER DIEM				\$0		\$0		\$905		\$0		\$0		\$0		\$905	
OTHER DIRECT COSTS																	
Delivery Services		Unit Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	
Sample Shipping		Cost		\$0.00		\$0.00		\$1,200.00		\$0.00		\$0.00		\$0.00		\$1,200	
Field Equipment and Supplies																	
Decontamination supplies		Day \$15	0	\$0.00	0	\$0.00	24	\$360.00	0	\$0.00	0	\$0.00	0	\$0.00	24	\$360	
Hydrolab HL4 Multimter		Day \$100	0	\$0.00	0	\$0.00	24	\$2,400.00	0	\$0.00	0	\$0.00	0	\$0.00	24	\$2,400	
Hobo Temperature Probes		Each \$129	0	\$0.00	0	\$0.00	16	\$2,064.00	0	\$0.00	0	\$0.00	0	\$0.00	16	\$2,064	
SUBTOTAL ODCs				\$0		\$0		\$6,024		\$0		\$0		\$0		\$6,024	
LABORATORY COSTS																	
ALS Kelco		Unit Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	
Sample		\$392	0	\$0.00	0	\$0.00	288	\$112,896	0	\$0.00	0	\$0.00	0	\$0.00	288	\$112,896	
LabCor (bacteria)		Sample \$45	0	\$0.00	0	\$0.00	288	\$12,960	0	\$0.00	0	\$0.00	0	\$0.00	288	\$12,960	
SUBTOTAL LABORATORY				\$0		\$0		\$125,856		\$0		\$0		\$0		\$125,856	

All work must be authorized and approved by the City's Project Manager in writing before any work begins. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the budget listed for each task and/or sub-task. If the work requires less work than estimated, the Contractor will be paid for the actual work necessary to complete that task and/or sub-task. If the Contractor underestimated the amount required to perform the work, Contractor shall be paid up to the maximum amount stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not

reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

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

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed \$255,534.00 USD unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 26-19 and RFP No. 26-19.

3. Relation of Parties.

The Contractor, its sub consultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, sub consultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

5. Time of Performance.

The service of the Contractor is to commence as of October 1, 2019. It is agreed services hereunder shall be completed by January 15, 2022. The City reserves the right to offer Contract extensions as needed for a total Contract term to not exceed five (5) years.

6. Delays and Extensions of Time.

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

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed must be referenced on any invoice submitted for payment.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation

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

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared

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

13. Insurance.

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

a. General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than One Million dollars (\$1,000,000) for each occurrence; Two Million dollars (\$2,000,000) aggregate. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business, policies.

b. Automobile Liability. Contractor shall maintain Automobile Liability insurance with a limit of not less than One Million dollars (\$1,000,000) for each accident. The policy shall include coverage for owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

c. Additional Insured. The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement that is at least as broad as CG 20 10 must be included with the certificate of insurance.

d. Professional Liability. Contractor shall maintain Professional Liability insurance (Errors and Omissions) of not less than One Million dollars (\$1,000,000) combined single limit. The policy shall ensure coverage for work, whether performed by the Contractor, a subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

e. Workers' Compensation. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services.

f. Stop Gap / Employer's Liability. Contractor shall provide Stop Gap / Employer's Liability insurance. The coverage may be listed on either the Commercial General Liability or Workers' Compensation policy. Contractor shall maintain coverage with limits no less than Five Hundred Thousand Dollars (\$500,000) Each Accident, Five Hundred Thousand Dollars (\$500,000) Each Disease, and Five Hundred Thousand Dollars (\$500,000) Each Employee.

g. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

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

i. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Jess Brown
Herrera Environmental Consultants
1001 SE Water Ave
Portland OR 97214

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

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

responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

21. Debarment.

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

22. Nondiscrimination.

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

DATED this 16th day of September, 2019

CITY OF VANCOUVER,
A municipal corporation


Eric Holmes, City Manager

CONTRACTOR:

Herrera Environmental Consultants


Signature:

Attest:


Natasha Ramras, City Clerk

Theresa M. Wood, Vice President
By: Printed Name / Title

Approved as to form:


Jonathan Young, Acting City Attorney
by MICHAEL MURRAY, ASST. CITY ATTORNEY



Staff Report 139-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/27/2021

SUBJECT Intergovernmental Agreement for Interstate 5 Bridge Replacement Project

Key Points

- In 2019, the states of Oregon and Washington approved funding to restart work on replacing the Interstate 5 bridge across the Columbia River, and directed ODOT and WSDOT to open a bi-state program office to lead this work.
- The Interstate Bridge Replacement Program (IBRP) is engaging agencies within the Portland-Vancouver metro region to develop design options for a bridge replacement and associated enhancements to meet the Program's Purpose and Need.
- As one of these core agency partners for the IBRP, the City of Vancouver is and will continue to engage in discussions related to planning, engagement, design and engineering of a replacement bridge solution.
- On August 2, 2021, an Intergovernmental Agreement was presented for Council consideration that outlined City of Vancouver agency commitments and responsibilities related to this work for purposes of reimbursement by the IBRP. At that session, Council remanded the Agreement back to staff for further negotiation with WSDOT, specifically to incorporate bilateral indemnification of both City and WSDOT from legal challenge related to the Program.
- The attached revised Intergovernmental Agreement addresses the concerns raised at the August 2, 2021 session by indemnifying both City of Vancouver and WSDOT equally (Section 8).

Strategic Plan Alignment

Goal 1: Ensure our built urban environment is one of the safest, most environmentally responsible and well maintained in the Pacific Northwest.

Goal 6: Facilitate the creation of neighborhoods where residents can walk or bike to essential amenities and services "20-minute neighborhoods."

Present Situation

The IBRP has begun the process to develop design options for replacement of an Interstate 5 bridge and associated elements. City of Vancouver staff are participating in this process through regularly scheduled staff level group meetings and support for community and executive leadership meetings. Additionally, staff is participating in communication efforts, transportation planning, environmental review as defined through federal processes, transit planning/engineering, and design engineering. These efforts in addition to administration of staff engagement are further defined in Attachment C, Exhibit A.

The attached revised Intergovernmental Agreement addresses the concerns raised by Council at the August 2, 2021 session by indemnifying both City of Vancouver and WSDOT equally (Section 8). Specifically:

The language that now appears within Section 8.4 was previously the only indemnity language in the agreement. This imposed an obligation on the planning agency (the City) to indemnify and defend WSDOT and ODOT and their respective officials.

In response to Council's feedback, a new section (8.3) was added which requires WSDOT to also defend and indemnify the City and its officials for any liability arising from WSDOT's work on this project.

In addition, the revised Intergovernmental Agreement:

- Changes the City of Vancouver's status from 'subrecipient' (of Program reimbursement funds) to 'vendor'. Per Federal Highways Administration direction, every City WSDOT enters into a contract with is considered a vendor, not a subrecipient, of federal funds. This means that the federal funding subrecipient requirements do not flow through WSDOT to City of Vancouver (new section 1.3 clarifies this and CFR references in 3.1, 6.3, and 15.1 in the August 2, 2021 version of the Agreement have been deleted, since these are requirements for subrecipients).
- Revises the total authorized reimbursement amount to include an increase in the Limited Notice to Proceed amount (see: Attachment C, Exhibit A). The increase is included to correctly capture costs accrued for consultant work that the City has commissioned for review of traffic modeling.

Advantage(s)

This Agreement sets forth the terms and conditions for the City of Vancouver to receive reimbursement for engagement in the IBRP as defined in Attachment C, Exhibit A, Scope of Work, Limited Notice to Proceed.

Disadvantage(s)

None

Budget Impact

This Agreement will provide financial support for the City's capacity to participate in development of a replacement bridge solution.

Prior Council Review

- May 7, 2018: WSDOT updated Council on the I-5 Bridge Planning Inventory
- July 16, 2018: Staff Update, current conditions and efforts to restart bridge replacement process
- August 6, 2018: Staff update, Council review and adoption of a resolution in support of replacement bridge with high capacity transit in a dedicated guideway
- June 8, 2020: Staff update on IBRP work program
- June 21 and July 12, 2021: Council discussion on a resolution to define the City's desired outcomes through the IBRP.
- July 26, 2021: Council review and adoption of resolution to define the City's desired outcomes through IBRP.
- August 2, 2021: Council consideration and remand of Intergovernmental Agreement to address concern about bilateral indemnification for both City of Vancouver and WSDOT.

Action Requested

Authorize the City Manager to execute the intergovernmental agreement with the Washington State Department of Transportation.

Katherine Kelly, Senior Policy Advisor, 360-487-7947

ATTACHMENTS:

- Attachment A: Track changes version of previous Intergovernmental Agreement: Special Transportation Study Agreement between the City of Vancouver and the State of Washington Department of Transportation, GCB 3544
- Attachment B: Subrecipient and Vendor determinations (29 CFR 99.210)
- Attachment C: Updated Intergovernmental Agreement (clean copy): Special Transportation Study Agreement between the City of Vancouver and the State of Washington Department of Transportation, GCB 3544

SPECIAL TRANSPORTATION PLANNING STUDY AGREEMENT

Between

The CITY OF VANCOUVER

And

The STATE OF WASHINGTON

Department of Transportation

GCB 3544

This Agreement, made and entered into between the State of Washington, Department of Transportation, hereinafter called "WSDOT", and The City of Vancouver, hereinafter called the "Planning Agency;" hereinafter referred to individually as the "Party" and collectively as the "Parties."

RECITALS

1. WSDOT and ODOT have entered into a partnership for the I-5 Bridge Replacement Program, hereinafter called the "Program". The WSDOT/ODOT partnership is detailed in the executed *Funding and Administration Agreement for initial Project management, Organization and Staffing, Environmental Analysis, and Preliminary Engineering*, hereinafter called the "Interstate Agreement," ODOT Misc. Contracts and Agreements No. 34096 and WSDOT Agreement No. GCB 3342, which includes a requirement that equal funding be provided by WSDOT and ODOT for Program expenditures; and
2. The Interstate Agreement defines a leadership TEAM that consists of the Program Administrator and at least one designated employee from WSDOT and ODOT that together manage the Program as a bi-state team making decisions following federally accepted laws and procedures along with individual state laws for contracting, and the engineering consultant, contracted by WSDOT, agreement number Y-12435, functionally reports to the TEAM; and
3. The leadership TEAM, in consultation with the Planning Agency, recognize the need for the transportation planning project contemplated by this Agreement, which is briefly described as the Planning Agency's staff-level collaboration with the leadership TEAM in the areas of Program alternatives analysis, transportation planning, transit planning/engineering, financial structures, Program community messaging, and environmental documentation (Project); and
4. The leadership TEAM has determined that the Project is necessary to implement the Program; and
5. It is deemed in the best interest of WSDOT and ODOT to equally participate in funding the Project as the Project work is for the mutual benefit of local and state roadway planning in the area of the Project; and
6. WSDOT and the Planning Agency now wish to define responsibility for preparation of the transportation planning project contemplated by this Agreement.

Now Therefore, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, covenants, conditions, and performances contained herein, and the attached Exhibit A and Exhibit B, that are incorporated herein by this reference,

IT IS MUTUALLY AGREED AS FOLLOWS:

TERMS OF AGREEMENT

1. SCOPE OF WORK

- 1.1** The Planning Agency shall undertake the Project described above, which shall include the tasks and cost estimates set forth in Exhibit "A," annexed hereto and made a part hereof. This agreement is between the Planning Agency and WSDOT, with management of the Project performed by the leadership TEAM pursuant to terms of the Interstate Agreement.
- 1.2** Prior to execution of this Agreement, WSDOT issued a Limited Notice to Proceed (LNTP) to the Planning Agency, authorizing the Planning Agency to begin some of the early design activities outlined in Exhibit "A". Any work done by the Planning Agency pursuant to the LNTP is included as part of the overall work under this Agreement.
- 1.3** WSDOT considers the Planning Agency to be a vendor under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction, although any federal fund received under this Agreement should not be reported as pass-throughs of federal funds to subrecipients in any audit report.

2. SCHEDULE

- 2.1** The Project period shall commence upon execution of this Agreement and shall expire on December 31, 2025.
- 2.2** The LNTP covers activities performed by the Planning Agency beginning January 1, 2021 up until execution of this Agreement.

3. PAYMENT

- 3.1** WSDOT agrees to reimburse the Planning Agency's actual direct and related indirect costs of the Project. The maximum amount that WSDOT shall reimburse the Planning Agency shall not exceed the "Total Amount Authorized", as indicated in Exhibit A. Payment by task shall be made as set forth in Exhibit "A." ~~All costs must be consistent with the Federal cost principles contained in 2 CFR, Part 225.~~
- 3.2** The work activities covered under the LNTP will be reimbursed up to \$285,000860.02. Billing for work described in the LNTP shall occur upon execution of this Agreement.

- 3.3** The Planning Agency shall submit to WSDOT requests for funds as they are expended on the project, but not to exceed one such request every month. Such requests for reimbursement shall document the amount of funds that have been expended during the period for the total project, as well as for the current billing period. WSDOT shall review and approve each request for payment in an expeditious manner and shall make payment within 30 days after approval of the payment request.

4. REPORTS

- 4.1** The Planning Agency shall prepare and present to WSDOT a progress report to accompany each invoice. The report(s) must include a summary of work progress during the period of each invoice, costs incurred in accordance with the approved scope of work and budget, and progress to date, including any problems or work delays. WSDOT may delay reimbursement of billings if the requested report(s) is not submitted with each invoice.

5. MODIFICATIONS

- 5.1** Either Party to this Agreement may request changes in these provisions. Such changes which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by all authorized representatives of both of the parties hereto.

6. AUDITS, INSPECTION, AND RETENTION OF RECORDS

- 6.1** All project records in support of all costs incurred and actual expenditures kept by the Planning Agency are to be maintained in accordance with procedures prescribed by the Division of Municipal Corporations of the State Auditor's Office, the U.S. Department of Transportation, and WSDOT.
- 6.2** WSDOT, ODOT, the Oregon Secretary of State's Office, the Federal Highway Administration, Federal Transit Administration, the Comptroller General of the United States, and their duly authorized representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the Planning Agency's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and other matters covered by this Agreement. All documents, papers accounting records, and other material pertaining to costs incurred in connection with the project shall be retained by the Planning Agency for six years after WSDOT's written notice that the project is complete and the Agreement is terminated. Copies thereof shall be furnished if requested.

~~**6.3** In accordance with 2 CFR Part 200 regulations, the Planning Agency is required to arrange for audit of funds expended.~~

7. TERMINATION

- 7.1 If it is considered in the best interest of WSDOT, WSDOT may terminate this Agreement upon giving ten (10) days notice in writing to the Planning Agency. If this Agreement is so terminated prior to fulfillment of the terms stated herein, the Planning Agency shall be reimbursed only for actual expenses and noncancelable obligations, both direct and indirect, incurred to the date of termination, in accordance with Section 3, Payment, above.

8. LEGAL RELATIONS

- 8.1 The ~~Planning Agency~~Parties, and ~~its~~their contractors, consultants, subconsultants and sub-contractors, shall comply with all Federal, State and Local Laws and Ordinances applicable to the work to be done under this Agreement.
- 8.2 Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.
- 8.3 ~~The Planning Agency~~WSDOT and its successors and assigns shall protect, save, defend, indemnify, and hold ~~WSDOT~~the Planning Agency and its elected officials, officers, agents and employees and the State of Oregon, the Oregon Transportation Commission and its members, the Oregon Department of Transportation (ODOT) and its elected officials, officers, agents, and employees harmless from and against all claims, actions, costs, damages (both to persons and/or/property), or expenses, demands, or suits at law or equity of any nature whatsoever by reason of the acts or omissions, or from the negligence of, or the breach of any obligation under this Agreement by, ~~WSDOT~~the Planning Agency or ~~the Planning Agency~~WSDOT'sAgency's agents, invitees, officers, employees, consultants, subconsultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom ~~the Planning Agency~~WSDOT may be legally liable related to its work in connection with the Project and this Agreement; provided that nothing herein shall require ~~the Planning Agency~~WSDOT to defend or indemnify ~~WSDOT~~the Planning Agency, the State of Oregon, the Oregon Transportation Commission and its members, ODOT and their respective elected officials, officers, agents, and employees from all claims, demands or suits based solely upon the willful misconduct, negligence of, or breach of any obligation under this Agreement by the party seeking defense and indemnification, or their respective elected officials, agents, officers, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the party seeking defense and indemnification may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) ~~the Planning Agency~~WSDOT or ~~the Planning Agency~~WSDOT'sAgency's elected officials, agents, invitees, officers, employees, consultants, subconsultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom ~~the Planning Agency~~WSDOT is legally liable, and (b) the party seeking defense and indemnification, its agents, officers, employees, sub-consultants,

subcontractors and or vendors, of any tier, or any other persons for whom the party seeking defense and/or indemnity may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of ~~the Planning Agency~~ WSDOT's Agency's negligence or the negligence of ~~the Planning Agency~~ WSDOT's Agency's elected officials, agents, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom ~~the Planning Agency~~ WSDOT may be legally liable. This provision shall be included in any Agreement between ~~Planning Agency~~ WSDOT and any sub-consultant, subcontractor and vendor, of any tier. ~~Planning Agency~~ WSDOT shall also agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing work in connection with the Program.

8.4 The Planning Agency and its successors and assigns shall protect, save, defend, indemnify, and hold WSDOT and its elected officials, officers, agents and employees and the State of Oregon, the Oregon Transportation Commission and its members, the Oregon Department of Transportation (ODOT) and its elected officials, officers, agents, and employees harmless from and against all claims, actions, costs, damages (both to persons and/or/property), or expenses, demands, or suits at law or equity of any nature whatsoever by reason of the acts or omissions, or from the negligence of, or the breach of any obligation under this Agreement by, the Planning Agency or the Planning Agency's agents, invitees, officers, employees, consultants, subconsultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Planning Agency may be legally liable related to its work in connection with the Project and this Agreement; provided that nothing herein shall require the Planning Agency to defend or indemnify WSDOT, the State of Oregon, the Oregon Transportation Commission and its members, ODOT and their respective elected officials, officers, agents, and employees from all claims, demands or suits based solely upon the willful misconduct, negligence of, or breach of any obligation under this Agreement by the party seeking defense and indemnification, or their respective elected officials, agents, officers, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the party seeking defense and indemnification may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Planning Agency or the Planning Agency's elected officials, agents, invitees, officers, employees, consultants, subconsultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Planning Agency is legally liable, and (b) the party seeking defense and indemnification, its agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the party seeking defense and/or indemnity may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the Planning Agency's negligence or the negligence of the Planning Agency's elected officials, agents, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Planning Agency may be legally liable. This provision shall be included in any Agreement between Planning Agency and any sub-consultant, subcontractor and vendor, of any tier. Planning Agency shall also agree that its obligations under this section extend to any claim, demand and/or cause of

action brought by, or on behalf of, any of its employees or agents while performing work in connection with the Program.

- 8.54** The Parties agree that each of their obligations under this Defense and Indemnity Provision extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while performing work arising out of this AGREEMENT, for any purpose. For this purpose, each Party, by MUTUAL NEGOTIATION, hereby waives with respect to each other only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.
- 8.65** ~~The Planning Agency~~WSDOT shall also defend, indemnify, and hold harmless ~~WSDOT the Planning Agency~~ and ODOT and their elected officials, officers, agents and employees from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by ~~the Planning Agency~~WSDOT or ~~the Planning Agency~~WSDOT's agents, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom ~~the Planning Agency~~WSDOT may be legally liable, in performance of the Work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to ~~WSDOT the Planning Agency~~ or ODOT, their elected officials, officers, agents and employees pursuant to the Agreement; provided that this defense and indemnity obligation shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from ~~WSDOT's the Planning Agency's~~ or ODOT's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to ~~WSDOT the Planning Agency~~ and ODOT, their agents, officers and employees by ~~the Planning Agency~~WSDOT, its agents, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom ~~the Planning Agency~~WSDOT may be legally liable.
- 8.76** The Planning Agency shall also defend, indemnify, and hold harmless WSDOT and ODOT and their elected officials, officers, agents and employees from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Planning Agency or the Planning Agency's agents, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Planning Agency may be legally liable, in performance of the Work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to WSDOT or ODOT, their elected officials, officers, agents and employees pursuant to the Agreement; provided that this defense and indemnity obligation shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade

secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from WSDOT's or ODOT's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to WSDOT and ODOT, their agents, officers and employees by the Planning Agency, its agents, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Planning Agency may be legally liable.

8.8 The Washington Attorney General, the Vancouver City Attorney, and the Oregon Attorney General must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, either the State of Washington, the City of Vancouver, or the State of Oregon (respectively) or ~~its~~their officers, members, employees and agents prior to such action or representation. Either the State of Washington, City of Vancouver, or the State of Oregon, acting by and through their ~~Attorneys~~Attorney Generals ~~or City Attorney~~, may assume its own defense, including that of its officers, employees and agents, at any time when in either ~~state's government's~~ sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending or able to defend the interests of that ~~state~~governmental entity, its officers, members, employees and/or agents; (iii) important governmental interests are at stake; or (iv) the best interests of that state ~~or agency~~ are served thereby; and, ~~Planning Agency~~each party's Agency's obligation to pay for all costs and expenses shall include those incurred by either the State of Washington, City of Vancouver, or the State of Oregon in assuming its own defense or that of its officers, members, employees, or agents under (i) and (ii) above.

8.97 WSDOT and Planning Agency agree and intend that ODOT is a Third Party beneficiary to this Agreement. WSDOT and Planning Agency are the only parties to this Agreement and, with the exception of ODOT as a Third Party beneficiary, are the only parties entitled to enforce its provisions. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to any other third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the provisions of this Agreement.

8.108 The defense, indemnification and WAIVER provisions contained in this Section 8 shall survive the termination or expiration of this Agreement.

8.119 The Planning Agency shall obtain and keep in force during the term of this Agreement, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW as follows:

- a. Worker's compensation and employer's liability insurance as required by the STATE OF WASHINGTON.
- b. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of two million dollars (\$2,000,000.00) per

occurrence and four million dollars (\$4,000,000.00) in the aggregate for each policy period.

- c. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

8.12010 Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, WSDOT, ODOT, their Transportation Commissions and members, their officers, employees, and agents will be named on policies issued for the Program of Planning Agency and any sub-consultant and/or subcontractor as an endorsed additional insured (the "AIs") with respects to ongoing operations and completed operations. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The Planning Agency's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The Planning Agency shall furnish WSDOT with verification of insurance and endorsements required by this Agreement. WSDOT reserves the right to review complete, certified copies of all required insurance policies at any time.

8.13010 All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The Planning Agency shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this Agreement to:

Manager, Contract Services Office
Washington State Department of Transportation
PO BOX 47408
Olympia, WA 98504-7408
Email: wsdotcso@wsdot.wa.gov

8.14111 No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to WSDOT's Contract Services Office.

9. SUBCONTRACTING

9.1 The services of the Planning Agency are to be directed by the Project Manager identified under Section 17. The Planning Agency shall not assign, sublet, or transfer any of the work provided for under this Agreement without prior written approval from WSDOT. WSDOT shall review and approve the Planning Agency's consultant agreement prior to execution. The Planning Agency, and its consultants, subconsultants, contractors and sub-contractors, shall comply with all Federal and State laws and regulations governing the selection and employment of consultants. WSDOT reserves the right to appoint a representative to serve on any consultant selection committee. Subcontracts greater than \$10,000 must contain all the required provisions of this contract.

10. TRAVEL

- 10.1** Any out-of-state travel from which Planning Agency seeks reimbursement (exclusive of travel between Washington and Oregon) must have prior written approval of WSDOT to be eligible for reimbursement. Current WSDOT travel regulations and rates shall apply to all in-state and out-of-state travel for which reimbursement is claimed during the term of this Agreement.

11. LIABILITY

- 11.1** No liability shall attach to WSDOT, ODOT or the Planning Agency by reason of entering into this Agreement except as expressly provided herein.

12. INDEPENDENT CONTRACTOR

- 12.1** The Planning Agency shall be deemed an independent contractor for all purposes and the employees of the Planning Agency or any of its contractors, subcontractors, and the employees thereof, shall not in any manner be deemed to be employees of WSDOT or ODOT.

13. EQUAL EMPLOYMENT OPPORTUNITY

- 13.1** The Planning Agency agrees to abide by all State and Federal regulations with respect to employment. This includes, but is not limited to, equal opportunity employment, nondiscrimination assurances, project record keeping, audits, inspection, and retention of records and will adhere to all of the nondiscrimination provisions set forth in Exhibit "B" attached hereto.

14. SEVERABILITY

- 14.1** If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform to the terms and requirements of applicable law and the intent of this Agreement.

15. EQUIPMENT

- 15.1** All equipment to be purchased under this Agreement shall be listed in the Scope of Work. ~~All equipment must be purchased, managed, and disposed of in accordance with 2 CFR, Part 200.~~

16. MERGER

- 16.1** This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations,

oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind any Party unless in writing and signed by all Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of any party or intended beneficiary to enforce any provision of this Agreement shall not constitute a waiver by any party or intended beneficiary of that or any other provision.

17. NOTICE

- 17.1** This Agreement identifies the following individuals as the primary contact person for each organization.

WSDOT:

Frank Green
Assistant Program Administrator, Interstate Bridge Replacement Program
11018 NE 51st Circle
Vancouver, WA 98682
frank.green@interstatebridge.org
360-905-1562

City of Vancouver:

Katherine Kelly
Senior Policy Advisor
415 W 6th Street, P.O. Box 1995
Vancouver, WA 98660
Katherine.Kelly@cityofvancouver.us
360-644-4446 (cell)

IN WITNESS WHEREOF, the PARTIES hereby execute this Agreement as of the day and year last written below.

PLANNING AGENCY

Eric Holmes, City Manager

Date

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT)

Frank Green, Assistant Program Administrator

Date

APPROVED AS TO FORM:

By: _____
WSDOT Assistant Attorney General

Date

29 CFR 99.210

This document is current through the September 1, 2021 issue of the Federal Register, with the exception of the amendments appearing at 86 FR 48569, 86 FR 48887, and 86 FR 48908.

Code of Federal Regulations > Title 29 Labor > Subtitle A — Office of the Secretary of Labor > Part 99 — Audits of States, Local Governments, and Non-Profit Organizations > Subpart B — Audits

§ 99.210 Subrecipient and vendor determinations.

(a) General. An auditee may be a recipient, a subrecipient, and a vendor. Federal awards expended as a recipient or a subrecipient would be subject to audit under this part. The payments received for goods or services provided as a vendor would not be considered Federal awards. The guidance in paragraphs (b) and (c) of this section should be considered in determining whether payments constitute a Federal award or a payment for goods and services.

(b) Federal award. Characteristics indicative of a Federal award received by a subrecipient are when the organization:

- (1)** Determines who is eligible to receive what Federal financial assistance;
- (2)** Has its performance measured against whether the objectives of the Federal program are met;
- (3)** Has responsibility for programmatic decision making;
- (4)** Has responsibility for adherence to applicable Federal program compliance requirements; and
- (5)** Uses the Federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity.

(c) Payment for goods and services. Characteristics indicative of a payment for goods and services received by a vendor are when the organization:

- (1)** Provides the goods and services within normal business operations;
- (2)** Provides similar goods or services to many different purchasers;
- (3)** Operates in a competitive environment;
- (4)** Provides goods or services that are ancillary to the operation of the Federal program; and
- (5)** Is not subject to compliance requirements of the Federal program.

(d) Use of judgment in making determination. There may be unusual circumstances or exceptions to the listed characteristics. In making the determination of whether a subrecipient or vendor relationship exists, the substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be present and judgment should be used in determining whether an entity is a subrecipient or vendor.

(e) For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The contract with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the contract, and post-award audits.

(f) Compliance responsibility for vendors. In most cases, the auditee's compliance responsibility for vendors is only to ensure that the procurement, receipt, and payment for goods and services comply with laws, regulations, and the provisions of contracts or grant agreements. Program compliance requirements normally do not pass through to vendors. However, the auditee is responsible for ensuring compliance for vendor transactions which are structured such that the vendor is responsible for program compliance or the vendor's records must be reviewed to determine program compliance. Also, when these vendor transactions relate to a major program, the scope of the audit shall include determining whether these transactions are in compliance with laws, regulations, and the provisions of contracts or grant agreements.

Statutory Authority

Authority Note Applicable to 29 CFR Subtit. A, Pt. 99

History

[64 FR 14538, 14544, Mar. 25, 1999]

Annotations

Notes

[EFFECTIVE DATE NOTE:

64 FR 14538, 14544, Mar. 25, 1999, added Part 99, effective Mar. 25, 1999.]

Research References & Practice Aids

Hierarchy Notes:

29 CFR Subtit. A

LEXISNEXIS' CODE OF FEDERAL REGULATIONS

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End of Document

SPECIAL TRANSPORTATION PLANNING STUDY AGREEMENT

**Between
The CITY OF VANCOUVER
And
The STATE OF WASHINGTON
Department of Transportation
GCB 3544**

This Agreement, made and entered into between the State of Washington, Department of Transportation, hereinafter called "WSDOT", and The City of Vancouver, hereinafter called the "Planning Agency;" hereinafter referred to individually as the "Party" and collectively as the "Parties."

RECITALS

1. WSDOT and ODOT have entered into a partnership for the I-5 Bridge Replacement Program, hereinafter called the "Program". The WSDOT/ODOT partnership is detailed in the executed *Funding and Administration Agreement for initial Project management, Organization and Staffing, Environmental Analysis, and Preliminary Engineering*, hereinafter called the "Interstate Agreement," ODOT Misc. Contracts and Agreements No. 34096 and WSDOT Agreement No. GCB 3342, which includes a requirement that equal funding be provided by WSDOT and ODOT for Program expenditures; and
2. The Interstate Agreement defines a leadership TEAM that consists of the Program Administrator and at least one designated employee from WSDOT and ODOT that together manage the Program as a bi-state team making decisions following federally accepted laws and procedures along with individual state laws for contracting, and the engineering consultant, contracted by WSDOT, agreement number Y-12435, functionally reports to the TEAM; and
3. The leadership TEAM, in consultation with the Planning Agency, recognize the need for the transportation planning project contemplated by this Agreement, which is briefly described as the Planning Agency's staff-level collaboration with the leadership TEAM in the areas of Program alternatives analysis, transportation planning, transit planning/engineering, financial structures, Program community messaging, and environmental documentation (Project); and
4. The leadership TEAM has determined that the Project is necessary to implement the Program; and
5. It is deemed in the best interest of WSDOT and ODOT to equally participate in funding the Project as the Project work is for the mutual benefit of local and state roadway planning in the area of the Project; and
6. WSDOT and the Planning Agency now wish to define responsibility for preparation of the transportation planning project contemplated by this Agreement.

Now Therefore, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, covenants, conditions, and performances contained herein, and the attached Exhibit A and Exhibit B, that are incorporated herein by this reference,

IT IS MUTUALLY AGREED AS FOLLOWS:

TERMS OF AGREEMENT

1. SCOPE OF WORK

- 1.1** The Planning Agency shall undertake the Project described above, which shall include the tasks and cost estimates set forth in Exhibit "A," annexed hereto and made a part hereof. This agreement is between the Planning Agency and WSDOT, with management of the Project performed by the leadership TEAM pursuant to terms of the Interstate Agreement.
- 1.2** Prior to execution of this Agreement, WSDOT issued a Limited Notice to Proceed (LNTTP) to the Planning Agency, authorizing the Planning Agency to begin some of the early design activities outlined in Exhibit "A". Any work done by the Planning Agency pursuant to the LNTTP is included as part of the overall work under this Agreement.
- 1.3** WSDOT considers the Planning Agency to be a vendor under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction, although any federal fund received under this Agreement should not be reported as pass-throughs of federal funds to subrecipients in any audit report.

2. SCHEDULE

- 2.1** The Project period shall commence upon execution of this Agreement and shall expire on December 31, 2025.
- 2.2** The LNTTP covers activities performed by the Planning Agency beginning January 1, 2021 up until execution of this Agreement.

3. PAYMENT

- 3.1** WSDOT agrees to reimburse the Planning Agency's actual direct and related indirect costs of the Project. The maximum amount that WSDOT shall reimburse the Planning Agency shall not exceed the "Total Amount Authorized", as indicated in Exhibit A. Payment by task shall be made as set forth in Exhibit "A."
- 3.2** The work activities covered under the LNTTP will be reimbursed up to \$285,860.02. Billing for work described in the LNTTP shall occur upon execution of this Agreement.
- 3.3** The Planning Agency shall submit to WSDOT requests for funds as they are expended on

the project, but not to exceed one such request every month. Such requests for reimbursement shall document the amount of funds that have been expended during the period for the total project, as well as for the current billing period. WSDOT shall review and approve each request for payment in an expeditious manner and shall make payment within 30 days after approval of the payment request.

4. REPORTS

- 4.1** The Planning Agency shall prepare and present to WSDOT a progress report to accompany each invoice. The report(s) must include a summary of work progress during the period of each invoice, costs incurred in accordance with the approved scope of work and budget, and progress to date, including any problems or work delays. WSDOT may delay reimbursement of billings if the requested report(s) is not submitted with each invoice.

5. MODIFICATIONS

- 5.1** Either Party to this Agreement may request changes in these provisions. Such changes which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by all authorized representatives of both of the parties hereto.

6. AUDITS, INSPECTION, AND RETENTION OF RECORDS

- 6.1** All project records in support of all costs incurred and actual expenditures kept by the Planning Agency are to be maintained in accordance with procedures prescribed by the Division of Municipal Corporations of the State Auditor's Office, the U.S. Department of Transportation, and WSDOT.
- 6.2** WSDOT, ODOT, the Oregon Secretary of State's Office, the Federal Highway Administration, Federal Transit Administration, the Comptroller General of the United States, and their duly authorized representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the Planning Agency's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and other matters covered by this Agreement. All documents, papers accounting records, and other material pertaining to costs incurred in connection with the project shall be retained by the Planning Agency for six years after WSDOT's written notice that the project is complete and the Agreement is terminated. Copies thereof shall be furnished if requested.

7. TERMINATION

- 7.1** If it is considered in the best interest of WSDOT, WSDOT may terminate this Agreement

upon giving ten (10) days notice in writing to the Planning Agency. If this Agreement is so terminated prior to fulfillment of the terms stated herein, the Planning Agency shall be reimbursed only for actual expenses and noncancelable obligations, both direct and indirect, incurred to the date of termination, in accordance with Section 3, Payment, above.

8. LEGAL RELATIONS

- 8.1** The Parties, and their contractors, consultants, subconsultants and sub-contractors, shall comply with all Federal, State and Local Laws and Ordinances applicable to the work to be done under this Agreement.
- 8.2** Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.
- 8.3** WSDOT and its successors and assigns shall protect, save, defend, indemnify, and hold the Planning Agency and its elected officials, officers, agents and employees and the State of Oregon, the Oregon Transportation Commission and its members, the Oregon Department of Transportation (ODOT) and its elected officials, officers, agents, and employees harmless from and against all claims, actions, costs, damages (both to persons and/or/property), or expenses, demands, or suits at law or equity of any nature whatsoever by reason of the acts or omissions, or from the negligence of, or the breach of any obligation under this Agreement by, WSDOT or WSDOT's agents, invitees, officers, employees, consultants, subconsultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom WSDOT may be legally liable related to its work in connection with the Project and this Agreement; provided that nothing herein shall require WSDOT to defend or indemnify the Planning Agency, the State of Oregon, the Oregon Transportation Commission and its members, ODOT and their respective elected officials, officers, agents, and employees from all claims, demands or suits based solely upon the willful misconduct, negligence of, or breach of any obligation under this Agreement by the party seeking defense and indemnification, or their respective elected officials, agents, officers, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the party seeking defense and indemnification may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) WSDOT or WSDOT's elected officials, agents, invitees, officers, employees, consultants, subconsultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom WSDOT is legally liable, and (b) the party seeking defense and indemnification, its agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the party seeking defense and/or indemnity may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of WSDOT's negligence or the negligence of WSDOT's elected officials, agents, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom WSDOT may be

legally liable. This provision shall be included in any Agreement between WSDOT and any sub- consultant, subcontractor and vendor, of any tier. WSDOT shall also agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing work in connection with the Program.

- 8.4** The Planning Agency and its successors and assigns shall protect, save, defend, indemnify, and hold WSDOT and its elected officials, officers, agents and employees and the State of Oregon, the Oregon Transportation Commission and its members, the Oregon Department of Transportation (ODOT) and its elected officials, officers, agents, and employees harmless from and against all claims, actions, costs, damages (both to persons and/or/property), or expenses, demands, or suits at law or equity of any nature whatsoever by reason of the acts or omissions, or from the negligence of, or the breach of any obligation under this Agreement by, the Planning Agency or the Planning Agency's agents, invitees, officers, employees, consultants, subconsultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Planning Agency may be legally liable related to its work in connection with the Project and this Agreement; provided that nothing herein shall require the Planning Agency to defend or indemnify WSDOT, the State of Oregon, the Oregon Transportation Commission and its members, ODOT and their respective elected officials, officers, agents, and employees from all claims, demands or suits based solely upon the willful misconduct, negligence of, or breach of any obligation under this Agreement by the party seeking defense and indemnification, or their respective elected officials, agents, officers, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the party seeking defense and indemnification may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Planning Agency or the Planning Agency's elected officials, agents, invitees, officers, employees, consultants, subconsultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Planning Agency is legally liable, and (b) the party seeking defense and indemnification, its agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the party seeking defense and/or indemnity may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the Planning Agency's negligence or the negligence of the Planning Agency's elected officials, agents, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Planning Agency may be legally liable. This provision shall be included in any Agreement between Planning Agency and any sub- consultant, subcontractor and vendor, of any tier. Planning Agency shall also agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing work in connection with the Program.
- 8.5** The Parties agree that each of their obligations under this Defense and Indemnity Provision extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while performing work arising out of this AGREEMENT, for any purpose. For this purpose, each Party, by MUTUAL

NEGOTIATION, hereby waives with respect to each other only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

- 8.6** WSDOT shall also defend, indemnify, and hold harmless the Planning Agency and ODOT and their elected officials, officers, agents and employees from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by WSDOT or WSDOT's agents, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom WSDOT may be legally liable, in performance of the Work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the Planning Agency or ODOT, their elected officials, officers, agents and employees pursuant to the Agreement; provided that this defense and indemnity obligation shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the Planning Agency's or ODOT's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the Planning Agency and ODOT, their agents, officers and employees by WSDOT, its agents, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom WSDOT may be legally liable.
- 8.7** The Planning Agency shall also defend, indemnify, and hold harmless WSDOT and ODOT and their elected officials, officers, agents and employees from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Planning Agency or the Planning Agency's agents, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Planning Agency may be legally liable, in performance of the Work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to WSDOT or ODOT, their elected officials, officers, agents and employees pursuant to the Agreement; provided that this defense and indemnity obligation shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from WSDOT's or ODOT's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to WSDOT and ODOT, their agents, officers and employees by the Planning Agency, its agents, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Planning Agency may be legally liable.
- 8.8** The Washington Attorney General, the Vancouver City Attorney, and the Oregon Attorney General must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, either the State of Washington, the City of

Vancouver, or the State of Oregon (respectively) or their officers, members, employees and agents prior to such action or representation. Either the State of Washington, City of Vancouver, or the State of Oregon, acting by and through their Attorneys General or City Attorney, may assume its own defense, including that of its officers, employees and agents, at any time when in either government's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending or able to defend the interests of that governmental entity, its officers, members, employees and/or agents; (iii) important governmental interests are at stake; or (iv) the best interests of that state or agency are served thereby; and, each party's obligation to pay for all costs and expenses shall include those incurred by either the State of Washington, City of Vancouver, or the State of Oregon in assuming its own defense or that of its officers, members, employees, or agents under (i) and (ii) above.

- 8.9** WSDOT and Planning Agency agree and intend that ODOT is a Third Party beneficiary to this Agreement. WSDOT and Planning Agency are the only parties to this Agreement and, with the exception of ODOT as a Third Party beneficiary, are the only parties entitled to enforce its provisions. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to any other third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the provisions of this Agreement.
- 8.10** The defense, indemnification and WAIVER provisions contained in this Section 8 shall survive the termination or expiration of this Agreement.
- 8.11** The Planning Agency shall obtain and keep in force during the term of this Agreement, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW as follows:
- a. Worker's compensation and employer's liability insurance as required by the STATE OF WASHINGTON.
 - b. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate for each policy period.
 - c. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.
- 8.12** Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, WSDOT, ODOT, their Transportation Commissions and members, their officers, employees, and agents will be named on policies issued for the Program of

Planning Agency and any sub-consultant and/or subcontractor as an endorsed additional insured (the "AIs") with respects to ongoing operations and completed operations. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The Planning Agency's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The Planning Agency shall furnish WSDOT with verification of insurance and endorsements required by this Agreement. WSDOT reserves the right to review complete, certified copies of all required insurance policies at any time.

- 8.13** All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The Planning Agency shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this Agreement to:

Manager, Contract Services Office
Washington State Department of Transportation
PO BOX 47408
Olympia, WA 98504-7408
Email: wsdotcso@wsdot.wa.gov

- 8.14** No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to WSDOT's Contract Services Office.

9. SUBCONTRACTING

- 9.1** The services of the Planning Agency are to be directed by the Project Manager identified under Section 17. The Planning Agency shall not assign, sublet, or transfer any of the work provided for under this Agreement without prior written approval from WSDOT. WSDOT shall review and approve the Planning Agency's consultant agreement prior to execution. The Planning Agency, and its consultants, subconsultants, contractors and sub-contractors, shall comply with all Federal and State laws and regulations governing the selection and employment of consultants. WSDOT reserves the right to appoint a representative to serve on any consultant selection committee. Subcontracts greater than \$10,000 must contain all the required provisions of this contract.

10. TRAVEL

- 10.1** Any out-of-state travel from which Planning Agency seeks reimbursement (exclusive of travel between Washington and Oregon) must have prior written approval of WSDOT to be eligible for reimbursement. Current WSDOT travel regulations and rates shall apply to all in-state and out-of-state travel for which reimbursement is claimed during the term of this Agreement.

11. LIABILITY

- 11.1** No liability shall attach to WSDOT, ODOT or the Planning Agency by reason of entering

into this Agreement except as expressly provided herein.

12. INDEPENDENT CONTRACTOR

- 12.1** The Planning Agency shall be deemed an independent contractor for all purposes and the employees of the Planning Agency or any of its contractors, subcontractors, and the employees thereof, shall not in any manner be deemed to be employees of WSDOT or ODOT.

13. EQUAL EMPLOYMENT OPPORTUNITY

- 13.1** The Planning Agency agrees to abide by all State and Federal regulations with respect to employment. This includes, but is not limited to, equal opportunity employment, nondiscrimination assurances, project record keeping, audits, inspection, and retention of records and will adhere to all of the nondiscrimination provisions set forth in Exhibit "B" attached hereto.

14. SEVERABILITY

- 14.1** If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform to the terms and requirements of applicable law and the intent of this Agreement.

15. EQUIPMENT

- 15.1** All equipment to be purchased under this Agreement shall be listed in the Scope of Work.

16. MERGER

- 16.1** This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind any Party unless in writing and signed by all Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of any party or intended beneficiary to enforce any provision of this Agreement shall not constitute a waiver by any party or intended beneficiary of that or any other provision.

17. NOTICE

- 17.1** This Agreement identifies the following individuals as the primary contact person for each organization.

WSDOT:

Frank Green
Assistant Program Administrator, Interstate Bridge Replacement Program
11018 NE 51st Circle
Vancouver, WA 98682
frank.green@interstatebridge.org
360-905-1562

City of Vancouver:
Katherine Kelly
Senior Policy Advisor
415 W 6th Street, P.O. Box 1995
Vancouver, WA 98660
Katherine.Kelly@cityofvancouver.us
360-644-4446 (cell)

IN WITNESS WHEREOF, the PARTIES hereby execute this Agreement as of the day and year last written below.

PLANNING AGENCY

Eric Holmes, City Manager

Date

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT)

Frank Green, Assistant Program Administrator

Date

APPROVED AS TO FORM:

By: _____
WSDOT Assistant Attorney General

Date

September 1, 2021

City of Vancouver
Attn: Eric Holmes
City Manager
P.O. Box 1995
Vancouver, WA 98668-1995

RE: Limited Notice to Proceed – City of Vancouver

Dear Eric Holmes,

The Washington State Department of Transportation has requested to collaborate with the City of Vancouver (COV) on initial development of the Interstate Bridge Replacement Program. An intergovernmental agreement (IGA) is nearing final stage of completion of scope of work and budget for approval by COV and WSDOT. It is COV and WSDOT's intent to complete and execute the IGA to fund the initial phase of collaboration on this program that provides scope and budget through December 2022. This letter authorizes COV to begin work in advance of the anticipated IGA, beginning January 1, 2021 up until execution of the IGA.

Authorized design activities include:

- Participate in project related team meetings, including but not limited to Staff Level Group meetings, monthly Executive Steering Group meetings, bi-weekly Community Advisory Group meetings, and bi-weekly Equity Advisory Group meetings
- Participate in discipline related technical working groups
- Coordinate with IBR program communications staff to align on program communications and lead communications efforts with COV [council and committees]
- Coordinate with IBR program environmental staff to assist in development and/or review of environmental documentation for the program
- Assist as needed on transportation analyses to support design engineering, financial structures, environmental, and other tasks
- Work tasks directly supporting the program design such as communications, outreach, and program management

COV and WSDOT estimate and agree that work on these activities can be funded within the planned IGA budget of \$2,546,331.09 and no additional funding will be required through December 2022. The work activities covered under this limited notice to proceed will be reimbursed up to \$285,860.02 in total cost for all work, including COV staff labor charges and other direct expenses. Billing for the work described in this limited notice to proceed from COV to WSDOT shall occur once the IGA is executed.

September 1, 2021



Sincerely,

Frank Green, PE
Assistant Program Administrator
Interstate Bridge Replacement Program

COV and WSDOT hereby execute this limited notice to proceed as of the day and year last written below.
Please indicate your concurrence with this letter by signing below. Upon signing, please return to WSDOT for
final signature and approval.

Countersigned by:

Eric Holmes
City Manager
City of Vancouver

APPROVED:

Frank Green, PE
Assistant Program Administrator
Interstate Bridge Replacement Program

Date

Exhibit B
Title 6, Civil Rights Act of 1964

During the performance of this Agreement, the Planning Agency, for itself, its sub-contractors, its assignees, and successors in interest, hereinafter referred to as the "Consultant," agree as follows:

1. **Compliance With Regulations:** The Consultant shall comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, hereinafter referred and made a part of this Agreement.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it after award and prior to completion of the Agreement work, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Part 21, including employment practices when the contract covers a program set forth in Appendix A-11 of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by WSDOT, ODOT, the Oregon Secretary of State's Office, the Federal Highway Administration, Federal Transit Administration, the Comptroller General of the United States, and their duly authorized representatives to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to WSDOT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, WSDOT shall impose such Agreement sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding of payment to the Consultant under the Agreement until the

- consultant complies, and/or
 - b. Cancellation, termination, or suspension of the Agreement, in whole or in part.
- 6. **Incorporation of Provisions:** The Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurements as WSDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request WSDOT to enter into such litigation to protect the interest of the United States.



Staff Report 140-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/27/2021

SUBJECT Name Recommendation for New Park at 52nd Street and 137th Avenue

Key Points

- A pilot park naming process was initiated in Fall 2020 to increase civic engagement, highlight the diversity of our community and honor Vancouver's history.
- Parks are a public resource valued by residents of all racial, ethnic, cultural and socioeconomic backgrounds. Greater intentionality in park naming can serve to educate and inspire community members and build common ground across disparate groups.
- A Park Naming Committee (PNC) was convened to name a new park in the North Image neighborhood, formed of three Parks and Recreation Advisory Commission (PRAC) members and four community members from different backgrounds and perspectives.
- Using the new park in the North Image neighborhood to test a naming process would allow Parks and Recreation to examine, edit and measure the success of the process prior to codifying it as policy.
- Between February and June 2021, the committee and staff researched the history of the surrounding area and found a significant geographic connection to "truck farming" and the Japanese American community living in Vancouver prior to their incarceration in prison camps during World War II.
- An additional committee member with lived experience and connections in the Japanese American community was brought on in May, once the naming theme had been identified.
- Between February and August 2021, the PNC met eight times and after careful consideration and outreach to the regional Japanese American community, arrived at a short list of three potential names to be considered by the public: Nikkei Park, Nisei Park and Nochi Park. All three name suggestions were selected to honor the Japanese American families who were a vital part of the Vancouver community prior to World War II incarceration.
- From July 20 to August 13, public education and outreach was conducted in person and remotely, including an informational video, webpage, interpretive display boards, tabling at the park during Party in the Parks, mailed postcards to residents near the park, social media promotion and local media coverage (Clark County Today and The Columbian).
- Public outreach invited people to participate in the naming process by completing a two question survey to vote for a park name and share any questions or concerns. As of the

writing of this report (8/13/21), 660 people have participated in the survey.

- Of the 213 open-ended responses received, 90% were in support or neutral to the park naming choices; 10% were opposed to the park naming choices.
- On Friday, August 13, the PNC met to review feedback from the community and deliberate.
- The PNC recommends the name “Nikkei Park” (pronounced, NEE-kay) for the new park at 52nd Street. Nikkei is the Japanese term for Japanese emigrants and their descendants who have created communities throughout the world.

Strategic Plan Alignment

Goal 3, Objective 3.1: Strengthen community identity and sense of belonging.

Goal 5: Continue to build high quality historical and cultural experiences for residents and visitors.

Present Situation

Prior to development, the park had been referred to as North Image Park simply based on its geographic location within the North Image neighborhood in east Vancouver. The name “Image” was researched to ensure a critical and relevant piece of history was not overlooked, and a committee member found that the name originated from Lewis and Clark, used to describe Hayden Island, then became associated with an area along the Columbia River near SE 88th Street. While the Corps of Discovery Expedition is certainly an important part of our region’s history, it is already well-represented and remembered through a wide variety of landmarks, areas, buildings and other institutions throughout Vancouver.

Today, the neighborhood surrounding the park site is very diverse. Based on the most recent school data, 47.4% of students at the nearby elementary school identify as a race or ethnicity other than white. The PNC believes that naming government parks, buildings, and structures is an important task that should be thought provoking, educational and encourage representational naming where there is a logical connection. Naming the new park after the Japanese Americans who farmed in that area prior to incarceration during World War II seems like a geographically and historically appropriate recognition.

While Nochi Park was a strong contender due to its connection to farmland, “Nikkei Park” received the largest number of votes submitted through the park naming survey (45.9%). A number of survey respondents who identified themselves as Japanese American also stated that Nikkei is the name choice that holds the most significant cultural meaning.

Advantage(s)

1. Greater intentionality in park naming can serve to educate and inspire community members and build common ground across disparate groups. Vancouver’s diversity is an asset and honoring local events or figures from underrepresented backgrounds can help residents see themselves and one another as valued parts of our shared history.
2. The park naming process has both required and facilitated relationship building with community stakeholders who were not previously included in decision-making processes.

Disadvantage(s)

Some survey respondents are not in support of naming the park to honor of the Japanese American truck farmers. Based on current survey data, it could be up to 10% of residents would prefer a name that is not related to this history. The PNC believes that finding organic opportunities to explore underrepresented histories in Vancouver is still important, despite this potential opposition.

Budget Impact

There is no new budget impact in selecting this name through the pilot program. Park name signage would be required regardless of the name chosen.

There may be additional funds needed in the future related to honoring the history of the residents the park is named for through interpretive panels, bilingual signage, art pieces and other additions to the park to better represent the Japanese American experience. Those ideas have been discussed and the Parks and Recreation Advisory Commission is prepared to explore funding options as needed.

Prior Council Review

City Council was briefed on the Park Naming Pilot Project under City Manager Communications on September 14, 2020 and also received a status update memo on July 16, 2021.

Action Requested

On September 27, 2021, adopt a resolution naming the neighborhood park located at 52nd Street and 137th Avenue “Nikkei Park” and direct staff to update signage as needed.

Melody Burton, Parks and Recreation Communications Specialist, 360-487-8306

ATTACHMENTS:

- ▢ Resolution

9/27/2021

RESOLUTION NO. M-

A RESOLUTION naming the neighborhood park informally known as “North Image Park” at 52nd Street and 137th Avenue, on the parcel located at 5009 NE 135th Avenue, Vancouver, Washington 98682, as “Nikkei Park.”

WHEREAS, a pilot park naming process was initiated in Fall 2020 to increase civic engagement, highlight the diversity of our community and honor Vancouver’s history because parks are a public resource valued by residents of all racial, ethnic, cultural and socioeconomic backgrounds and greater intentionality in park naming can serve to educate and inspire community members and build common ground across disparate groups; and

WHEREAS, the Park Naming Committee (PNC) convened to name the new park in the North Image neighborhood researched the history of the surrounding area and found a significant geographic connection to “truck farming” and the Japanese American community living in Vancouver prior to their incarceration in prison camps during World War II; and

WHEREAS, between February and August 2021, the PNC met eight times and, after careful consideration and outreach to the regional Japanese American community, arrived at a short list of three potential names for public consideration selected to honor the Japanese

RESOLUTION - 1

American families who were a vital part of the Vancouver community prior to World War II incarceration; and

WHEREAS, PNC conducted significant public outreach inviting residents to participate in the naming process and “Nikkei Park” (pronounced, NEE-kay) received the largest number of votes submitted, with a number of survey respondents who identified themselves as Japanese American indicating that “Nikkei” is the name choice that holds the most significant cultural meaning; and

WHEREAS, the “Nikkei Park” name (Nikkei is the Japanese term for Japanese emigrants and their descendants who have created communities throughout the world) aligns with the City’s Strategic Plan objectives and goals of strengthening community identity and sense of belonging for people of all ages, cultures, family configurations, educational backgrounds, trades and professions, and continuing to build high quality historical and cultural experiences for residents and visitors.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The parcel located at 5009 NE 135th Ave, Vancouver, WA 98682 be named “Nikkei Park” in honor of the Japanese Americans who farmed in the geographic location within the North Image neighborhood in east Vancouver area prior to incarceration during World War II.

RESOLUTION - 2

INTRODUCED, PASSED, AND ADOPTED at a regular meeting of the Vancouver City Council this 27th day of September 2021.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 3



Staff Report 141-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/27/2021

SUBJECT Ratify Memorandum of Understanding (MOU) Between the City of Vancouver and the Vancouver Police Officer's Guild (VPOG) to Implement Policy 701 for a Comprehensive Police Camera Program

Key Points

- The City of Vancouver and VPOG agree to the terms of Policy 701 (Exhibit A – VPD Policy 701, Police Camera Program).
- Both parties agree to the delineation for the Information Technology work associated with camera technology equipment as outlined in the MOU.
- Both parties agree to a 2% base wage increase effective January 1, 2022 to address the impacts of implementing the police camera program (Exhibit B – Updated Salary Schedule).
- Both parties agree the implementation of a police camera program will increase transparency and safety for both officers and the public we serve. The police camera program will also allow the Vancouver Police Department to purchase a camera system that adheres to the highest standards and quality to meet the City's needs and the needs of the community.

Strategic Plan Alignment

Goal 2: Provide effective, innovative and well-resourced police, fire and emergency medical services.

Present Situation

Over the last several months, the City has been engaged with the community via the Community Task Force on Policing to explore a range of policy and operational changes within VPD, including establishing a police camera program. This community engagement informed the City's development of a new camera program policy for VPD, which is the foundation for bargaining contract terms with the Police Officer's Guild to implement a program. The resulting policy and contract terms establish management and employee rights and responsibilities, community rights

and protections, as well as compensation for officers associated with establishment and deployment of a camera program.

Based on this, the City of Vancouver and the VPOG jointly wish to implement a comprehensive police camera program, to include body-worn and in-car cameras, for purposes of enhancing the safety of police officers and building transparency with the public, along with increasing the availability and protection of evidence during civil, administrative, and criminal investigations.

The camera program is anticipated to be fully implemented in the second quarter of 2022.

Advantage(s)

If the MOU is ratified, the City of Vancouver and VPOG bargaining unit will have an agreement to the implementation of Policy 701, Police Camera Program.

Disadvantage(s)

There are no known disadvantages to ratifying the MOU.

Budget Impact

The City of Vancouver has budgeted \$3 million in this biennium to support the police camera program.

The total annual cost of a 2% base wage adjustment for commissioned officers effective January 1, 2022, is estimated to be \$594,108.

Prior Council Review

None

Action Requested

Ratify a Memorandum of Understanding between the City of Vancouver and the Vancouver Police Officers Guild regarding the police camera program.

Lisa Takach, Human Resources Director, 360-487-8611

ATTACHMENTS:

- ❑ Memorandum of Understanding
- ❑ Exhibit A - Vancouver Police Department Policy 701, Camera Program
- ❑ Exhibit B - Updated Salary Schedule Effective January 1, 2022

MEMORANDUM OF UNDERSTANDING POLICY 701

This Memorandum of Understanding ("MOU") is made between the City of Vancouver ("City") and the Vancouver Police Officers Guild ("Guild"), collectively the "Parties", as of the date signed below.

Background:

WHEREAS, the City and the Guild jointly wish to implement a comprehensive police camera program, to include body-worn and in-car cameras, for purposes of enhancing the safety of police officers and building transparency with the public, along with increasing the availability and protection of evidence during civil, administrative, and criminal investigations; and

WHEREAS, the Parties agree to the provisions of Vancouver Police Department's Policy 701, Police Camera Program, Exhibit A to this MOU; and

WHEREAS, the Parties wish to set forth their agreement as to the implementation of Policy 701;

THEREFORE, the parties agree as follows:

Agreement:

1. **Effective Date.** Unless otherwise specified, this MOU becomes effective when signed by all Parties on the date below.
2. **Policy 701.** Policy 701, attached as Exhibit A, shall become effective on the date when the City commences the Police Camera pilot program, which date will be determined by the City after a preferred vendor is chosen. However, the City will train VPOG members deploying police cameras consistent with Section 701.4 of this policy prior to any such commencement of a pilot program. Additionally, any changes to Policy 701 require the parties' mutual, written agreement, consistent with Section 701.23 of Police 701.
3. **Camera Technology Equipment.** All purchasing, building, repairing, and maintaining of camera technology equipment, including software and hardware (*e.g.*, body-worn cameras, in-car cameras, covert surveillance cameras, unmanned aerial surveillance equipment, etc.), along with quality control audits related to the police camera program, may be handled by City Information Technology (IT) staff or other non-Guild personnel as determined by the City. However, installation and removal of any covert camera or tracker, the deployment/operation of unmanned aerial surveillance equipment, and the deployment/operation of police cameras will remain

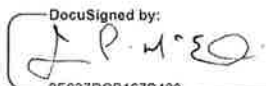
the work of Guild members.

4. **Base Pay Increase.** To address the impacts of implementation of the Police Camera Program and the midterm change in working conditions, effective January 1, 2022, the previously negotiated increases to the 2022 base wages will be increased by an additional two percent (2%) across the board for the classifications of Police Officer, Police Corporal and Police Sergeant. An updated salary schedule effective January 1, 2022 is attached as Exhibit B.
5. **Disputes.** This MOU is non-precedent setting except for the terms set forth herein. Any dispute between the City and the Guild concerning the interpretation, application, or alleged violation of any term of this MOU will be resolved under the Parties' grievance procedure at Article 28 of the CBA
6. **Amendments.** Any changes to this MOU will be mutually agreed upon and reduced to writing.

8/25/2021

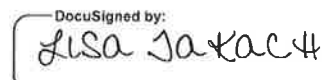
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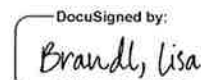
City of Vancouver

DocuSigned by:

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James McElvain, Chief of Police

Vancouver Police Officers Guild


Neil Martin, President

DocuSigned by:

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Lisa Takach, HR Director

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Lisa Brandl, Deputy City Manager

Police Camera Program

Policy
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701.1 PURPOSE

The Vancouver Police Department (VPD) Police Camera Program includes all forms of cameras either worn by its members or mounted in its vehicles for the purpose of contemporaneously and objectively document citizen contacts. Throughout this policy, the term "Body Worn Camera" (BWC or BWCs) is used to reference these cameras. For clarity, BWCs do not include covert or undercover camera systems used specifically for other investigative or undercover operation purposes. BWCs are a valuable tool for promoting transparency in law enforcement by recording community member contacts with police officers. Video/audio footage produced by BWCs may be used as evidence in civil or criminal investigations, reviewed administratively for employee compliance with Department policies (as set forth below), used as a tool in law enforcement training, and utilized as a reference in incident documentation.

701.2 POLICY INTENT

It is the VPD's intent to use BWCs to effectively document in-person (non-telephonic) law enforcement-related community contacts when incidents of use of force or negative interaction most frequently occur and, due to the nature of the work, is more likely to occur (e.g., patrol, traffic, SWAT and specialty team enforcement activity). Simultaneously, this policy takes legitimate individual privacy interests into account. Facial recognition software will not be utilized under this program or policy without legal authorization.

701.3 DEFINITIONS

Advisement: Statement made by a Department member that a communication, conversation, or interaction with a community member is being recorded.

Activation: The process that turns on the BWC and causes it to record or to store audio and video data.

Body Worn Camera (BWC): Camera system that captures audio and video signals, capable of being worn on an officer that includes, at minimum, a camera, microphone, and data storage ability. In this policy, BWC also refers to vehicle mounted camera/audio recording systems.

Employee: In this policy, employee refers to any VPD member, regardless of rank, or commissioned / non-commissioned status.

Involved Employee: Any officer who used or directed the use of force.

Surreptitious Recording: A surreptitious recording is a recording made without the knowledge of one or more of the parties to a conversation of communication and is a violation of the Washington Privacy Act, RCW Chapter 9.73.

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Witness Employee: A Vancouver Police Department member who observes or has firsthand knowledge of the events surrounding an in-custody death or the use of force by another Department member and did not use physical force. Additionally, this refers to an employee who observes or has firsthand knowledge of the events surrounding a Department member's direction to another to use force.

701.4 TRAINING

Prior to wearing and operating a BWC, employees are required to successfully complete Department authorized BWC training. The training, at a minimum, will include the following:

- VPD BWC policy
- System preparation and operation
- Placement of the BWC
- Procedure for downloading and tagging recorded data

701.5 EMPLOYEE RESPONSIBILITIES

- **Inspection** – Department members shall inspect their BWC at the start of every shift. If an employee discovers the BWC equipment is not functioning during this inspection or at any other time, they are responsible for notifying their supervisor and arranging for repair as soon as practical. Officers will obtain a spare BWC from their supervisor while their BWC is being repaired.
- **Requirement to wear the BWC:** The intent for this policy is to ensure BWCs are used by Department personnel who have the most frequent contact with the public. This includes all uniformed Department members working in a Patrol / Patrol support capacity while on-duty and serving in this capacity. This requirement includes Neighborhood Police Officers (NPOs), Neighborhood Response Team (NRT) Detectives, Homeless Assistance and Response Team (HART) Team members and Traffic Officers.
- Non-uniformed personnel, such as Detectives, shall activate their assigned BWC during pre-planned investigative events including but not limited to, residential search warrants, serving an arrest warrant, or those instances that may result in the arrest of a subject. The use of a BWC will be discretionary for interviews with witnesses and victims during ongoing/evolving investigations. It is permissible under this policy for Detectives to exercise reasonable discretion to record or not record events and circumstances in accordance with state law. Detectives may activate their BWC any time they determine it would be beneficial to capture an event or activity. If a Detective works in a patrol capacity, they will be governed by the policy referencing uniformed department members.
- Personnel performing tasks as part of a specialty team or unit will, activate their camera while performing enforcement activities (e.g., SWAT, CNT deployments and/or serving arrest/search warrants, etc.) It is permissible under this policy for SWAT/CNT or other specialty units to not record either pre and/or post operational briefings, tactical planning sessions or law enforcement intelligence/information gathering sessions in regards to tactical operations.

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- Employees assigned to duties involving explosives (e.g. MEDU) and/or personnel dispatched or otherwise present at the scene of a bomb threat are not required to wear or otherwise turn on their assigned BWC.
- Officers shall affix their camera on their person (e.g., the chest area of their uniform/external vest) where it is unobstructed by the uniform or other equipment. This requirement does not include circumstances in which the camera becomes unintentionally obstructed or dislodged during police activity.
- Exceptions to the requirement include uniformed Department members working in administrative assignments (e.g., modified duty, command personnel, etc.) where there is little to no risk of a negative encounter with the public or use of force.
- Privately owned BWCs or recording with privately owned equipment is not permitted.

701.6 WHEN TO RECORD

When equipped with a BWC system, members shall activate the BWC, when circumstances and officer safety permit, in any of the following situations:

- Prior to exiting their vehicle when arriving at a dispatched call. However, nothing in this policy prohibits the officer from activating the camera earlier.
- As soon as practical upon making the decision to engage in any self-initiated law enforcement activity
- Specific situations include, but are not limited to:
 - arrests
 - issuance of a restraining order or citation
 - vehicle pursuits
 - foot pursuits
 - victim, witness and suspect interviews
 - consent searches
 - search warrant service
 - staffing a containment position during a K9 search
 - all enforcement and investigative stops including voluntary contacts and investigatory detentions
 - vehicle stops including traffic violations when possible
 - stranded motorist assistance
 - contact with a person in mental health crisis
 - at the request of a citizen when doing so would not violate the prohibitive sections of this policy
 - any other encounter with the community that becomes adversarial after the initial contact in a situation that would not otherwise require recording
- With the exception of prohibited recordings (Section 701.9), employees may, at their discretion, activate their BWC any time they determine it would be beneficial to capture an event or activity.

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- If circumstances prevent an employee from activating their BWC at the start of an event, the employee will activate the BWC as soon as practicable. Nothing in this policy should be interpreted as placing the BWC activation over the safety of a VPD member or community member.
- Remote BWC activation is not authorized for any purpose under this policy and will not be employed.
- Live Feed activation will not be employed except in the following limited circumstance: When previously identified employees, prior to deployment in the field and with knowledge they will be livestreaming are tasked with gathering intelligence during a civil unrest/riot/protest response, such information is solely used for the purpose of providing situational awareness information to Command Post personnel.

Activation Amnesty.

- No employee will be subject to discipline for failing to activate a camera for any reason for the first month or 16 shifts, whichever occurs later, after he or she is assigned to wear a BWC. Evidence of a failure to activate a BWC during the amnesty period shall not be used or considered for performance evaluations or discipline after this amnesty period.
- The amnesty period will apply again anytime an employee is reassigned to a position without a BWC for a period of six months or more, and then returns to an assignment with a BWC.
- Employees assigned to positions without a BWC who work extra shifts on assignments with a BWC will not be subject to discipline for an unintentional failure to activate the BWC.

701.7 ADVISEMENT - WHEN REQUIRED

Conversations between uniformed police employees and community members that occur during the performance of official duties are not recognized as private conversations under Washington State law and therefore generally do not require an advisement the interaction is being recorded. The exceptions to this are traffic stops and custodial interrogations.

- Employees conducting traffic stops while equipped with a BWC shall notify the occupants there is an audio and video recording occurring. This statement should be given at the beginning of the contact, absent an emergent situation, and captured on the recording.
- Prior to custodial interrogation, employees shall inform arrested people they are being audio and video recorded with a BWC. This statement, along with the Miranda advisement (if given), shall be included in the recording.

Nothing in this policy precludes an employee from advising a community member they are being recorded. If a community member asks if an employee is recording the event, employees must answer truthfully.

701.8 WHEN TO STOP RECORDING

Once activated, the employee shall not purposely turn off the BWC until the employee's involvement in the incident has concluded. The Department member should cease recording

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when their part of the active investigation is completed and there is little possibility the employee will have further contact with any person involved in the event. If a supervisor is required to obtain a Public Safety Statement, he/she will ensure their BWC as well as the BWC of the involved officer(s) is not recording to prevent compelled information from accidentally being provided to the IIT-OIS Policy 309. Exceptions may occur when recording has commenced and a prohibition (see below) situation follows.

701.9 RECORDING PROHIBITED

The BWC shall not be used to record:

- Anything not involved with official duties.
- Communications with other police personnel while not on a call.
- Communications with undercover officers or confidential informants.
- While on break or otherwise engaged in personal activities.
- While in the jail unless for an in-progress call for service. Transferring custody of a suspect to jail staff is not considered an in-progress call for service. For this section, the jail sallyport will not be considered part of the jail. Recording should end at the point of entering the secured booking area.
- While in the interior of a medical, mental health, domestic violence shelter, counseling or therapeutic facility unless investigating a call for service. For example, recording of an investigation of a crime committed at the facility, the drawing of blood at a facility following a DUI or taking a statement from a suspect, witness or victim while in the facility.
- While inside a police station, except for taking law enforcement actions such as: Conducting interviews, taking an in-person report, processing a DUI, or guarding an in-custody person. The employee should announce as they enter the station that they are recording.
- Any privileged conversations, such as attorney-client, peer support or labor privileged conversations.
- During community policing activities where no law enforcement action is anticipated, like Shop with a Cop, Police Activity League events or community meetings.
- VPD employees are prohibited from surreptitiously or overtly recording any employee of the Department or any other person in a manner inconsistent with this policy. It is understood that cameras will record the activity of other employees during calls for service.
- VPD employees may not use BWCs for non-work-related purposes or otherwise operate the BWC outside their legitimate law enforcement duties.

701.10 DISCRETIONARY RECORDING

It is permissible under this policy for employees to exercise reasonable discretion to not record events in only the following circumstances:

- When the employee is in a location where people have a reasonable expectation of privacy, such as a bathroom or locker room and the employee is not there to make an arrest or serve a warrant.
- When consideration and respect for a person's privacy or dignity outweighs the need

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to record an event. Examples may include death notifications, child or sexual assault victim interviews and a person's cultural or religious objections to being recorded.

- Sensitive communications that include law enforcement intelligence information or tactical planning. If these sensitive communications occur mid-call, the Department member shall turn the BWC back on when these conversations are over unless there is another approved exception to keep it off.
- If a community member objects to being recorded, the Department member may elect to record despite the objection. Since conversations with police officers are not considered private under Washington State law, there is no requirement that an employee turn off the camera for a community member who objects to having the interaction recorded.

Prior to deactivating a BWC during a call, and if the circumstances permit, the officer shall document the reason for stopping the recording on camera prior to deactivation.

701.11 END OF SHIFT RESPONSIBILITIES

Employees shall, prior to the end of their shift, or as soon as practical, follow the protocol to label, categorize and upload videos to the storage system. Additionally, Department members shall upload their BWC footage during their shift if the BWC storage capacity is reaching its limit.

- All BWC footage shall be uploaded prior to going home.
 - Department members unable to complete these end of shift responsibilities will notify a supervisor prior to leaving for the day and will complete the process at the beginning of their next regular or overtime shift, whichever occurs first.
- Employees with take-home vehicles will follow the same direction for uploading.

701.12 DOCUMENT USE OF THE BWC

Employees shall document in their police report they operated a BWC during the incident. In situations where no police report is needed, Department members shall indicate through Computer Assisted Dispatching (CAD) notes they operated a BWC during the call.

701.13 REPORT WRITING

An incident recorded on the BWC is not a substitute for a complete and thoroughly written police report. In situations that require an employee to write a police report, the employee may not use the BWC video as a substitute for, or basis to abbreviate, their documentation of the incident.

701.14 UNAUTHORIZED USE OF BODY WORN CAMERAS AND VIDEO

All employees of the Vancouver Police Department shall abide by the policies and procedures related to BWCs and BWC video as set forth in this policy.

- Employees may not use BWCs for non-work-related purposes or otherwise operate the BWC outside their legitimate law enforcement duties.
- All BWC videos are the property of the Vancouver Police Department. Dissemination outside of the agency is strictly prohibited except as required by law and pursuant to the provisions of Vancouver Police Department policy. Any dissemination outside this policy is prohibited without the consent of the Office of the Chief.

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- Employees are prohibited from accessing stored camera data, except for legitimate law enforcement purposes, including authorized review as described in this policy.

701.15 DOWNLOADING OF VIDEOS

The only personnel allowed to download BWC videos will be Records staff assigned to public disclosure assignments, Professional Standards Unit (PSU) staff for administrative investigation purposes, Investigations Units for investigative purposes, and the Training Unit Sergeant for training purposes. When a video is downloaded, the employee conducting the download will note in the system the purpose for the download and where the video will be maintained, if possible.

If any downloads are needed from an employee not listed above, a request will be sent to PSU.

701.16 REVIEW OF BWC VIDEO

1. Employees may view their own BWC video at any time in accordance with this policy.
2. Recordings may be reviewed by individuals other than the recording employee in any of the following situations:
 - (a) By employees prior to completing their police report or providing a statement pursuant to an internal affairs or criminal investigation, subject to the following:
 - i. All employees in any administrative investigation will be allowed to view all footage of the incident prior to any interview or answering questions related to any administrative investigation.
 - ii. Involved and witness employees in a use of force investigation will be provided with and allowed to review relevant BWC footage prior to any interview, answering questions or writing reports. The BWC footage viewed by the involved and witness employees should show actions, items or other relevant factors the employee could have seen or heard from their vantage point and could have been used in making a determination to use force against an individual(s) at the time of the incident.
 - iii. During an Officer Involved Shooting or Use of Force incident that results in significant bodily injury or death, the supervisor of the employee wearing a BWC or their designee will obtain and lock any relevant BWC footage of these incidents.
 - (b) By any supervisor/investigator conducting an internal affairs investigation. Review of the BWC video shall be related to the specific complaint(s) and not used as the basis to randomly search for other possible violations. Discovery of other allegations during this review shall require the supervisor to articulate the purpose of expanding the scope of the review. Inadvertent discovery of certain policy violations (e.g., those defined as those violations that would amount to a crime, excessive force, or retaliation/discrimination/biased-based policing) noted during this review, but not mentioned in the complaint, shall be addressed at the lowest reasonable level in accordance with VPD Policy 1004. Inadvertent discovery of other policy violations (e.g., rudeness or procedural violations) should not be the basis of disciplinary action and may be addressed through appropriate corrective action. Any disagreements about the processing of these violations shall be handled between the Office of the Chief and the collective

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bargaining unit's president or representative.

- (c) By technical support staff for the purposes of assessing proper functioning of BWCs.
- (d) By the City and County Prosecutors.
- (e) By a Department investigator or officer, with the approval of a supervisor, who is participating in a criminal investigation providing the requested recording is specific to that investigation.
- (f) By legal counsel and/or union representation representing an officer in a critical incident prior to providing a statement pursuant to an administrative investigation.
- (g) Training - Recordings may be reviewed for training purposes. Prior to any recordings being used for training purposes, the Training Unit will notify all involved employees. If an involved employee objects to showing a recording, they will submit a department memo to the Administrative Bureau Lieutenant documenting their objection. The Administrative Bureau Lieutenant will determine whether other training resources exist that serve the same purpose. Only in unique circumstances should the recording be used after approved through the employee's chain of command and the Office of the Chief. Inadvertent discovery of minor policy violations shall not be the basis of disciplinary action.
- (h) By an employee's legal representative and/or bargaining unit representative who is involved in representing the employee in an administrative investigation or a criminal investigation.
- (i) By the City's legal representative and/or bargaining unit representative who is involved in representing the City in an official matter, such as an administrative investigation, a lawsuit, or a criminal investigation.
- (j) Pursuant to a subpoena or public records request.
- (k) Specific acts showcasing the Department that reflect positively on VPD, may be of interest to the public, and are to be made available to the media.

701.17 RETENTION OF BODY WORN CAMERA VIDEOS

1. In general, videos related to officer-involved shootings, critical incidents, homicides, sexual assaults, and cases in which VPD has received notice to preserve evidence shall be retained in the system until all trial and appellate litigation has been completed. The Investigations Bureau shall be responsible for Records notification under these circumstances. Videos related to unsolved homicides and sexual assaults shall be kept consistent with the State of Washington rules and VPD policy regarding records retention.
2. Videos related to PSU investigations shall be transferred to a format compatible with Blue Team and made part of the file. PSU will be responsible for downloading relevant BWC footage related to any administrative investigation.
3. All other BWC video shall be retained in the system for 12 months, and then deleted.
4. Accidental Activation - An employee may inadvertently/accidentally record

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themselves or others. These particular inadvertent/accidental recordings typically do not meet the statutory definition of a public recording (as defined in RCW 40.14.010) because they are not made "in connection with the transaction of public business" and, as such, may be deleted. In the event of an accidental activation of the BWC, the employee may request the BWC video in question be deleted forthwith by submitting a written request by email, including the date and time of the inadvertent / accidental recording through their chain of command to the Commander or designee. The Commander or designee shall approve or deny the request and forward the decision to the VPD Records Unit.

5. Employees shall not intentionally tamper with, alter, or delete video. This does not apply to personnel tasked with system maintenance who purge videos under established guidelines or who redact videos as part of their duties.

701.18 RELEASE OF BWC VIDEOS

1. **For Criminal Justice Purposes:** BWC videos may be accessed for criminal discovery purposes directly by Prosecuting Attorneys / City of Vancouver (COV) Attorneys, who have an account in the video cache system. Prosecutors will be able to locate the existence of a BWC video by its reference in the police report and/or CAD notes and a search for videos related to pending cases by inputting the law enforcement incident report number into the system. Discovery of BWC videos to the defense bar shall be made through the prosecutor.
2. **To the Public:** BWC videos will be made available to the public through public records requests pursuant to RCW 42.56. Public records requests for BWC videos should be processed by VPD Records. The release of any public record involving BWC footage will include a notation to the requestor of such information that the frame rate/recording speed of any such video may not necessarily capture all segments of an event nor provide a sharp or clear image of the recorded event. Prior to release, videos from BWCs will be reviewed and redacted by Records and will be consistent with statutory exemptions under Washington State law, including the following:
 - (a) The images of any witness who expresses safety concerns or who requests that their identity not be disclosed.
 - (b) The image of domestic violence, sexual assault, trafficking, or stalking victims.
 - (c) People experiencing a medical emergency or receiving medical treatment.
 - (d) Child victims, child witnesses and juveniles in the court system.
 - (e) Images that are highly offensive to a reasonable person, such as images of deceased or seriously injured people.
 - (f) People with apparent mental illness in crisis or who are detained for a mental health evaluation.
 - (g) The image of anything which reveals personal identifying information.
3. The Records Division may provide third party notification to allow any person whose privacy may be impacted by the release of a BWC video time to file a petition for injunctive relief.
4. Community members shall not be allowed to view BWC camera recordings except in the instances listed above.

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5. Officer Involved Shooting / In-Custody Death cases.

701.19 CAMERA FUNCTION AND QUALITY CONTROL AUDIT

1. Each camera in this program will be audited on a rotating basis beginning with the lowest serial number and progressing to the highest.
2. The audit will consist of:
 - (a) Function test to determine that the camera powers on and off appropriately
 - (b) Activation test to determine that the camera begins recording when activated via the activation button
 - (c) Upload test which involves reviewing recently captured video uploaded to the cloud to determine that the data upload process is functioning properly
 - (d) Video/audio test which involves reviewing recently captured video to determine that there are no issues with the camera lens or microphone
3. Cameras failing the audit will be removed from service for repairs and immediately replaced with an available spare

701.20 GPS Associated with BWC. In the event GPS or other location capabilities (hereinafter "GPS") are available with the BWC, the GPS will not be randomly reviewed or used for disciplinary purposes, but may be used for operational reasons for the purpose of officer safety, public safety, or efficient deployment of resources.

701.21 BWC Limitations. BWC recordings provide only a two-dimensional perspective with limited vantage points of an incident. Consequently, no employee will ever rely solely upon the review of video recordings as the basis for discipline against an employee. Instead, the department shall review and consider all available evidence (including witness statements, employee interviews, forensic analysis, documentary evidence, etc.), prior to imposing discipline against an officer.

701.22 Pre-event Recording. Pre-event recording is a feature that allows the Body Worn Camera to capture footage for a pre-determined amount of time prior to the activation of the camera (e.g., the time period the camera records to memory prior to the camera being turned on). The agreed upon pre-event recording time between the respective labor parties and the City of Vancouver for this policy will be fifteen (15) seconds.

701.23 The parties agree that the implementation and wearing of Body Worn Cameras is a mandatory subject of bargaining. Any changes to this Body Worn Camera policy shall be developed jointly between the affected labor organization and the Office of the Chief. However, nothing in this section should be construed

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as preventing the addition or removal of language regarding body worn cameras based upon a change in State or Federal law.

Exhibit A

Exhibit B**Effective January 1, 2022 through December 31, 2022**

Effective January 1, 2022 Officers/Corporals increased 3%; Sergeants increased 4%.

	RECRUIT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
POLICE OFFICER	6,181	6,490	6,814	7,155	7,513	7,888	8,283
POLICE CORPORAL			7,395	7,765	8,153	8,561	8,989
POLICE SERGEANT			8,360	8,778	9,217	9,678	10,162

Effective January 1, 2022 through December 31, 2022

Effective January 1, 2022 Officers/Corporals increased 5%; Sergeants increased 6%.

	RECRUIT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
POLICE OFFICER	6,301	6,616	6,947	7,294	7,659	8,041	8,444
POLICE CORPORAL			7,539	7,916	8,311	8,727	9,163
POLICE SERGEANT			8,521	8,947	9,395	9,864	10,357



Staff Report 142-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/27/2021

SUBJECT Fourth Plain Commons 80% Impact fee Waiver

Key Points

- City Council may waive Transportation and Park development impact fees for low-income housing developments.
- In return, the applicant is required to maintain the affordability limitations for the project in perpetuity.
- The applicant is requesting an 80% reduction in Transportation and Park impact fees for a 106-unit development for low-income households.

Strategic Plan Alignment

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents.

Present Situation

In 2016 Council approved Ordinance M-4154 allowing a partial exemption or full waiver of transportation and parks impact fees to spur affordable housing projects. A waiver of the school district impact fees is only available upon approval by the school district in which the project is located.

For residential developments of four or more units Council may, by resolution, partially exempt up to 80% of the transportation and park impact fees or fully waive 100% of the impact fees. If Council only partially exempts the development there is no requirement to pay the exempted portion of the fee from public funds. If Council fully waives the development from impact fees, the remaining 20% of the waived fee must be paid from public funds other than impact fee accounts.

Fourth Plain Commons

The Fourth Plain Community Commons is a mixed-use development that will include both housing

and community space. This project is a collaboration between the Vancouver Housing Authority (VHA) and the City of Vancouver. The Vancouver Housing Authority plans to own and operate the apartments located on the upper floors. The City of Vancouver will develop the ground floor space and partner with community-based organizations to operate it.

The project site is located at 2200 Norris Road at the intersection of Fourth Plain Boulevard and Norris Road. The proposal is to build 106 new income-restricted housing units as part of a mixed use development. The residential unit types will include studios up to three bedrooms restricted for low-income households and individuals. The project is using Vancouver affordable housing funds that restrict tenants to those earning 50 percent or less of the area median income. At 50% of AMI the maximum income for a family of four would be \$48,350. The 30% monthly housing expense limit for rent and utilities would be \$1,209.

This waiver request is for an 80% partial impact fee exemption of City of Vancouver Transportation and Park impact fees.

The transportation impact fees are based on the new vehicle trips generated and designated fee subarea. The Columbia impact fee subarea requires \$180 per new average daily trip. The new trips generated from the residential portion of the development are 577. After a 15% tax reduction the total impact fee for the residential units is \$88,281 (Exhibit A). After an 80% waiver of \$70,624.80 the remaining transportation impact fee paid by the developer would be \$17,656.20.

Park impact fees are based on the number of residential units and the park district subarea. The site is located within Park District B, which has a rate of \$1,739 per unit. The total park impact fee is \$184,334 (Exhibit A). After an 80% reduction of \$147,467.20, the remaining required park impact fee would be \$36,866.80.

School impact fees are based on the number of residential units and the school district subarea. The project site is located within the Vancouver School District which requires \$2,381.93 per multi-family unit. The Vancouver School District has declined to waive impact fees in this case. All impact fees are due prior to the issuance of building permits.

Advantage(s)

1. Fosters creation of 106 new rental units
2. New rental units to be restricted for households earning 50% or less of the area median income.
3. Units will be income restricted for a minimum of 37 years through the State low-income housing tax credit program.

Disadvantage(s)

1. Loss of \$70,624.80 in Transportation impact fees
2. Loss of \$147,467.20 in Park impact fees

Budget Impact

The current biennium's budget will not be impacted, however the loss of revenue in Park District B and Transportation would impact future projects that could have used this revenue source.

Prior Council Review

None

Action Requested

Adopt a resolution to exempt 80% of Transportation and Park impact fees for the Fourth Plain Commons low-income housing development.

Peggy Sheehan, Community Development Programs Manager, 360-487-7952

ATTACHMENTS:

- ▣ Memo
- ▣ Resolution
- ▣ Fee Waiver Covenant



MEMORANDUM

DATE: September 1, 2021

TO: Eric Holmes- City Manager

FROM: Peggy Sheehan-Programs Manager

CC: Chad Eiken, Director, Community & Economic Development

RE: **Impact Fee Waiver Requests – Fourth Plain Commons**

In 2004 Council adopted Ordinance M-3643 allowing collection of impact fees to ensure that adequate facilities for schools, parks, and roads are available to serve new developments. Project developers are required to pay a proportionate share of the cost of infrastructure facilities needed to serve new development and maintain prescribed levels of service.

In 2016 Council approved Ordinance M-4154 extending partial and full waiver of impact fees for low income affordable housing projects. Low-income housing is defined as housing for which the monthly housing expense is no greater than thirty percent of eighty percent of the median family income adjusted for family size for Clark County, Washington, as reported by the United States Department of Housing and Urban Development. The 2021 HUD median income for a family of four in this region is \$96,900. The proposed project will be income restricted by the Affordable Housing fund at 50% of the area median the income. At 50% of AMI the maximum income for a family of four is \$48,350. The 30% monthly housing expense limit for rent and utilities would be \$1,209.

1-Person Household		2-Person Household		4-Person Household	
50% AMI	Maximum affordable monthly rent	50% AMI	Maximum affordable monthly rent	50% AMI	Maximum affordable monthly rent
\$33,850	\$846	\$38,700	\$968	\$77,350	\$1,934

For residential developments of four or more units City Council may, by Resolution, fully waive the park and transportation impact fees at 100% or partially waive them up to 80% the impact fees. If Council only partial exempts the development up to 80% of the impact fee there is no requirement to pay the exempted portion of the fee from public funds. If Council waives 100% of the development from impact

Affordable Housing Impact Fee Waiver

September 1, 2021

Page 2 of 2

fees the remaining 20% of the waived impact fee must be paid from public funds other than impact fee accounts.

The Fourth Plain Commons low-income housing development is eligible for partial exemption of full waiver of development impact fees are nearing permit approval. The amount of impact fees for the project depends on the location of the projects in individual fee districts, the number of units proposed, and vehicle trips generated. Waiver of the school impact fees shall be at the discretion of the affected school district.

The City must receive written consent from affected school districts to allow waiver or partial exemption of school impact fees. The Vancouver School District declined to waive any of the school impact fees.

Fourth Plain Commons

The project is a mixed-use development that includes 106 individual housing units for low-income persons. The project is located at 2200 Norris Road.

Fee waiver Calculation:

Fee District	Total Impact Fee	Requested 80% reduction	Applicant 20% Remainder
Park District- B	\$184,334	\$147,467.20	\$36,866.80
Transportation District-Columbia	\$88,281	\$70,624.80	\$17,324.80
Totals	\$272,615	\$218,092	\$54,523

*The Vancouver School District declined to waive the School impact fees for this project.

Action requested /next steps:

Request on September 27, 2021 that City Council approve by resolution an 80% reduction of City of transportation and park impact fees for the Fourth Plain Commons low income housing development.



To request other formats, please contact:
Department
(360) 487-8605 | WA Relay: 711
Amanda.Delapena@cityofvancouver.us

09/27/21

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of Vancouver, Washington, approving a partial exemption of the collection of Traffic Impact fees in the amount of \$70,624.80 and Park Impact Fees in the amount of \$147,467.20 for the Fourth Plain Commons low-income housing development.

WHEREAS, the City Comprehensive Plan encourages development and funding for affordable housing and opportunities to provide unsubsidized housing; and

WHEREAS, pursuant to RCW 82.02.060, Vancouver Municipal Code 20.915.080 allows for conditional reduction, exemption, or waiver of Traffic and Park Impact Fees; and

WHEREAS, local governments may either: (1) grant a partial exemption of not more than eighty percent of impact fees, in which case there is no requirement under state law to pay the exempted portion of the fee from the City or other than impact fee accounts; or (2) provide a full waiver, in which case the remaining percentage of the exempted fee must be paid from City funds other than impact fee accounts; and

WHEREAS, The Vancouver Housing Authority a Washington municipal corporation is dedicated to addressing homelessness; and

WHEREAS, The Vancouver Housing Authority has applied for a partial exemption 80% in the amount of \$70,624.80 of Traffic impact fees and \$147,467.20 in Park Impact Fees which would otherwise be due prior of issuance of building permits; and

WHEREAS, the applicant has met the eligibility criteria of VMC 20.915.080 and agreed, through proposed covenant, to provide low-income housing in perpetuity; and

WHEREAS, the City Council recognizes the importance of providing low-income housing within the City of Vancouver.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Findings. The Vancouver Housing Authority development has applied for partial impact fee exemption for a low-income housing project located at 2200 Norris Road (Tax ID# 29844000). Pursuant to VMC 20.915.080 D, the City Council makes the following findings:

1. The Applicant has documented that the housing can meet appropriate standards regarding household income, rent levels, and number of units by submitting evidence of agreements or contracts.
2. The Applicant has agreed to be monitored by the City of Vancouver to ensure compliance with the income requirements of VMC 20.915.
3. Prior to receiving building permits the developer shall record a covenant with the Clark County Auditor attesting that:
 - a. The property is prohibited from being used for any purpose other than for low-income housing.
 - b. If the property is converted to a use other than for low-income housing, the current property owner must pay the applicable impact fees in effect at the time of conversion.
 - c. Low-income housing is defined as housing for which the monthly housing expense is no greater than thirty percent of eighty percent of the median family income adjusted for family size for Clark County, as reported and adjusted annually by the United States Department of Housing and Urban Development.

RESOLUTION - 2

4. The City of Vancouver will not collect revenue lost through the granting of the exemption by increasing impact fees unrelated to the exemption.
5. The applicant is proposing a residential rental development. Adequate documentation has been provided attesting that such housing will remain exclusively available to low-income households with restricted rents in perpetuity.
6. The applicant will record appropriate covenants to ensure compliance with the requirements set forth in VMC 20.915.080.

Section 2. Partial Exemption of Impact Fees. The impact fee waiver is for 106 housing units. Total Park impact fees for the development are \$184,334. The applicant is requesting a partial exemption of Park impact fees at 80% (\$147,467.20) for a final remaining fee of \$36,866.80 to be paid by applicant to the City of Vancouver at time of building permit issuance.

The total Traffic impact fee is \$88,281. The applicant is requesting a partial exemption of Traffic impact fees at 80% (\$70,624.80) for a final remaining fee of \$17,656.20 to be paid by applicant to the City of Vancouver at the time of building permit issuance.

The total combined impact fee exemption of \$218,092 will result in a final combined impact fee of \$54,523 for Parks and Transportation, exclusive of applicable School Impact Fees, which are reviewed separately by the school districts.

Section 3. Severability. If any provision of this resolution or its application to any person or circumstance is held invalid, the remainder or the application of the provision to other persons or circumstances is not affected.

Section 4. Effective Date. This resolution shall become effective immediately upon final adoption.

RESOLUTION - 3

ADOPTED this _____ day of _____, 2021.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 4

When Recorded Return To:
City of Vancouver
CDBG and HOME Programs
PO Box 1995
Vancouver, WA 98668-1995
Attention: Peggy Sheehan, (360) 487-7952

CITY OF VANCOUVER, WASHINGTON
LOW INCOME HOUSING IMPACT FEE WAIVER COVENANT AGREEMENT

Grantor: Vancouver Housing Authority
Grantee: City of Vancouver
Assessor’s Tax ID#: 29844000
Abrv. Legal Description: Parcels #9 & #99 ROBERT ROCKETT DLC in the SW 1/4, S24, T2N, R1E WM
Full legal description attached as Exhibit A
Address: 2200 Norris Road Vancouver, WA 98661

COVENANT RUNNING WITH THE LAND:

This COVENANT is made and effective this ____ day of _____, 2021, and by Vancouver Housing Authority a Washington Municipal Corporation to the CITY OF VANCOUVER, State of Washington (hereinafter the “City”).

Recitals.

- A. The Vancouver Housing Authority is the owner or party in interest of certain real property with tax ID # 29844000 and abbreviated legal description of Parcels #9 & #99 ROBERT ROCKETT DLC in the SW ¼ of Section 24, Township 2N, Range 1E of the Willamette Meridian more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (hereafter the “Site”).
- B. A majority of the development on the Vancouver Housing Authority tax parcel site shall be low-income housing to be owned and occupied by, or leased to, low-income persons with income no greater than eighty percent of the median family income adjusted for family size for Clark County, Washington, as reported by the United States Department of Housing and Urban Development. That portion of the development which is low income housing is hereinafter the “Property”. The ground floor commercial space of the mixed use development will be sold to the City of Vancouver via a condominium declaration post construction completion with its own separate tax parcel and will not be subject to this covenant.
- C. For the purposes of this covenant, low income housing is defined as housing for which the monthly housing expense is no greater than thirty percent of eighty percent of the median family income adjusted for family size for Clark County, Washington, as reported by the United States Department of Housing and Urban Development.
- D. City approved an impact fee waiver for the Property in accordance with Vancouver Municipal Code Section 20.915.080.

Agreement:

- NOW, THEREFORE, The Vancouver Housing Authority covenants and agrees, on behalf of itself and all successors and assigns, as follows, it being specifically agreed that this is a covenant which touches, concerns, enhances, benefits and runs with the land:
- E. The Vancouver Housing Authority is the sole and exclusive owner or party of interest of the Site in Clark County, State of Washington, described in Exhibit “A” hereto.

F. The Vancouver Housing Authority Property shall not be used for any purpose other than for low-income housing.

Low Income Housing Impact Fee Waiver Covenant (Continued)

G. In the event that that the Vancouver Housing Authority Property is converted to a use other than for low-income housing, the owner must pay the applicable impact fees in effect at the time of conversion.

H. This covenant and all of its provisions shall be binding upon the Vancouver Housing Authority and any and all of its assigns and successors in interest into show ownership the Property may pass, and any obligations made herein by the Vancouver Housing Authority shall be enforceable against all of its assigns and successors in interest into whose ownership the Property may pass, and all of them, except as this covenant shall expressly provide to the contrary.

I. Those signatories who sign on behalf of a corporation are expressly vested by the by-laws of the corporation which they purport to represent with the authority to bind such corporation in the manner in which such signatories have purported to bind their principal herein.

J. In the event of any litigation arising hereunder, or with respect hereto, the law of the State of Washington will control and, and all signatories hereto, do hereby submit themselves personally to the jurisdiction of the courts of the State of Washington, and do hereby agree that any action arising hereunder may be instituted in Clark County Superior Court, if the parties are served, including anywhere not within the State of Washington, ay any method authorized by Washington law.

K. This covenant shall remain in full force and effect until amended, modified, or terminated by the action of the City in zoning proceedings appropriate for that purpose.

L. A copy of this covenant will be filed with the County Auditor.

IN WITNESS HEREOF, the Vancouver Housing Authority a Washington Municipal Corporation has executed this Covenant on the _____ day of _____, 2021.

BORROWER: Vancouver Housing Authority

By: _____

Print Name: Roy Johnson, Executive Director

Low Income Housing Impact Fee Waiver Covenant (Continued)

CORPORATE NOTARY

STATE OF _____)
)ss
COUNTY OF _____)



On this ____ day of _____, 2021 before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, known to me as the [title] _____ of _____, a Washington Municipal Corporation, the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument on behalf of the said entity.

WITNESS my hand and official seal hereto the day and year in the certificate above written.

NOTARY PUBLIC in and for the State of _____,
My Commission Expires: _____

EXHIBIT A:
SITE LEGAL DESCRIPTION

Tax ID #: 29844000

Description:

A PORTION OF THE ROBERT ROCKETT DONATION LAND CLAIM (D.L.C.) IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF VANCOUVER, CLARK, COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT CONCRETE MONUMENT WITH TRIANGULAR BRASS CAP IN CASE WITH COVER MARKING THE SOUTHWEST CORNER OF THE JOSEPH DURGAN DONATION LAND CLAIM (SAID POINT ALSO BEING ON THE NORTH LINE OF THE EDWARD MOORE DONATION LAND CLAIM AND ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF NORRIS ROAD);

THENCE NORTH 88°54'01" WEST ALONG THE NORTH LINE OF SAID EDWARD MOORE DONATION LAND CLAIM, FOR A DISTANCE OF 50.00 FEET TO A 1/2 " IRON PIPE SET IN A SURVEY FOR "FOURTH PLAINS SCHOOL" BY U. ERNEST NELSON IN MAY AND OCTOBER 1944 AND RECORDED IN CLARK COUNTY SURVEYOR BIN FILE NO. 251-G (SAID POINT BEARS SOUTH 88°54'01" EAST, 319.61 FEET FROM A CONCRETE MONUMENT WITH 2" BRASS DISC MARKING THE NORTHWEST CORNER OF THE EDWARD MOORE DONATION LAND CLAIM);

THENCE NORTH 00°58'44" EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF NORRIS ROAD PARALLEL WITH THE 50.00 FEET WEST MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE JOSEPH DURGAN DONATION LAND CLAIM, FOR A DISTANCE OF 495.29 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°58'44" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 201.62 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF EAST FOURTH PLAIN BOULEVARD;

THENCE NORTH 81°44'54" WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 306.78 FEET.

THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 01°32'22" WEST, FOR A DISTANCE OF 150.00 FEET;

THENCE NORTH 88°26'58" WEST, FOR A DISTANCE OF 158.45 FEET TO THE EAST LINE OF THE "KADOW TRACT" AS DESCRIBED UNDER CLARK COUNTY AUDITOR'S FILE NUMBER F-53945 (RECORDED FEBRUARY 6, 1946);

THENCE SOUTH 01°32'22" WEST, ALONG THE EAST LINE OF SAID "KADO TRACT". FOR A DISTANCE OF 32.76 FEET;

THENCE LEAVING SAID EAST LINE, SOUTH 81°44'54" EAST, FOR A DISTANCE OF 468.31 FEET TO THE TRUE POINT OF BEGINNING.



Staff Report 143-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/27/2021

SUBJECT Professional Services Agreement with Outsiders Inn for Management of Supportive Campsite

Key Points

- Unsheltered homelessness has drastically increased and has significant negative impacts on the broader community and unhoused residents themselves.
- Our community does not have shelter capacity to meet the growing need.
- The Ninth Circuit Court of Appeals has held that cities cannot criminalize camping in all places, at all times, unless there is adequate access to temporary shelter (Martin v. Boise).
- Revisions to Chapter 8.22 VMC "Camping" have been made to implement a Supportive Campsite Pilot Program.
- City Staff conducted a Request for Proposals process for Supportive Campsite Operators (RFP 34-21) and selected Outsiders Inn to manage and provide supportive services at a supportive campsite.
- Establishment of supportive campsites will increase health, sanitation, and livability for all Vancouver residents, businesses, and visitors.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Goal 3, Objective 3.1: Strengthen community identity and sense of belonging.

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents.

Present Situation

An estimated 500-600 individuals reside in tents or vehicles within the City of Vancouver, which poses significant health and safety risks to the individuals experiencing unsheltered homelessness, as well as the rest of the community and the environment. At this time, our

community does not have an adequate supply of shelter or housing options to meet the growing need. This Council has observed that many individuals who camp on public property do so, not by choice, but due to a lack of financial means to afford adequate shelter. These individuals are adversely mentally and physically impacted by camping. Single female camp occupants experience a disproportionately high incidence of violent crime as compared to other people. Families with children who camp as a result of a lack of adequate shelter are also disproportionately adversely impacted through risk of physical danger and impediments to childhood education.

Simultaneously, Council has also observed that the City's sensitive ecological areas are adversely impacted by adverse secondary impacts of camping. The City's sensitive waterways, water treatment facilities, stormwater and wastewater facilities are particularly vulnerable to impacts of illegal dumping and improper disposal of human waste. Additionally, individuals living outdoors in greenways and wooded areas, who utilize fire as a source of heat, or to cook with, increase the potential for wildfire in those areas, particularly during our dry/summer months.

In an effort to reduce the aforementioned negative impacts of unsheltered homelessness, provide for greater safety, stability, and access to needed services for individuals experiencing unsheltered homelessness, and to remain in compliance with *Martin v. Boise*, staff has proposed, and this Council has approved, the establishment of City-sponsored supportive campsites in designated areas. These campsites will be managed and supported by a contracted service provider who will work to:

- ensure safety and sanitation within and immediately surrounding the designated campsite,
- assist camp residents with obtaining stability, accessing needed resources, and transitioning into a more permanent housing situation, and
- proactively engage with the surrounding neighborhood(s) to mitigate potential negative impacts to the neighborhood, facilitate neighborhood participation and volunteer opportunities within the campsite, and encourage participation in neighborhood/community events, neighborhood association meetings, etc. amongst camp residents.

Advantage(s)

1. Outsiders Inn is a Peer run organization, with supportive services delivered by trained individuals who also have lived experiences with homelessness, mental/behavioral health, and recovery.
2. Outsiders Inn is an existing City contractor, and successfully operates the shelter at St. Paul Lutheran Church.
3. Supportive Campsites will serve as a temporary bridge while more permanent housing and shelter options are implemented.
4. Because these sites are managed, our community will see a decrease in solid waste, encampments in unsafe spaces, and negative environmental impacts.
5. Because these sites are supported, campsite residents will have greater access to services, increased stability, and more safe, healthy, and humane living conditions as individuals work to resolve their homelessness.

Disadvantage(s)

None at this time

Budget Impact

Funding for Supportive Campsites is included in the 2021-2022 budget. Some budget adjustments may be needed in the Supplemental Budget to cover City-purchased tents/canopies/shelters and appropriate signage to designate Camping Impact Areas.

Prior Council Review

- May 24, 2021 City Council Workshop
- August 2, 2021 City Council Workshop
- August 16, 2021 City Manager Communications
- September 13, 2021 City Council Meeting

Action Requested

Award a professional services contract to Outsiders Inn of Vancouver, WA, and authorize the City Manager or designee to execute a contract for delivery of supportive services and site management at city-sanctioned supportive campsite in an amount not to exceed \$571,148.00 over the life of the contract.

Jamie Spinelli, Homeless Resource Coordinator, 360-487-8610

ATTACHMENTS:

- ▯ Contract



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. _____

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

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

WHEREAS, the City advertised and issued a Request for Proposal, numbered 28-21 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

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

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

- 1. SCOPE OF WORK:** The Contractor agrees to provide the City all services and materials set forth below or and as further described in the City’s solicitation, and the Contractor’s responsive proposal to the City’s solicitation, (collectively referred to herein as the “work”) which are each incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

The Contractor shall be responsible to do the following:

1. Manage the site and day-to-day operations of the supported camp site(s);
2. Amending a base Code of Conduct with the campsite residents to meet their needs while still meeting community expectations about the site;

3. Enforce a Code of Conduct and identify the process for removing those individuals not following the rules;
4. Register and track clients in the Homeless Management Information System;
5. Assist clients with housing navigation services as a pathway to permanent housing;
6. Provide strengths-based and trauma informed support and engagement to individuals in camp community; and facilitate/coordinate connection to other community partners to provide supportive services on-site such as mental health counseling, substance use treatment, legal assistance, enrollment in benefits,, literacy training, medical, dental care etc.;
7. Manage snacks and develop and enforce policy on receiving food from outside people/agencies;
8. Provide an ambassador to monitor activity outside the perimeter of the facility to mitigate loitering around the site and help the City maintain its commitment as a Good Neighbor.
9. Maintain timely and accurate records which reflect service levels, participant characteristics, specific actions taken to assist participants, service outcomes, and expenditures

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

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$571,148.00 USD.

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

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

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

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

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

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on October 1, 2021 and continue until September 30, 2022. The City reserves the right to offer four (4) one-year extensions. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor’s responsive proposal to the City’s solicitation, and the City’s solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor’s obligations under this agreement (collectively referred to as “subcontractors”), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.

- 8. DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
- 9. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
- 10. TERMINATION FOR PUBLIC CONVENIENCE:** The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

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

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

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

- 12. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a “Notice to Cure” to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and it’s sureties for said breach or default, including but not limited to termination of this Contract for convenience.
- 13. COMPLIANCE WITH THE LAW:** The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.
- 14. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 15. LIABILITY AND HOLD HARMLESS:** The Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers’ compensation statute, Title 51 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.
- 16. INSURANCE:** The Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor,

subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$5,000,000

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

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

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

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

For the Contractor:
 Adam Kravitz
 Outsiders Inn.org
 5301 NE 56th Avenue
 Vancouver WA 98661
 Email: outsidersinnorg@gmail.com

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

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

- 19. SCOPE OF AGREEMENT:** This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.
- 20. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 21. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 22. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 23. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 24. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

- 25. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 26. BYRD ANTI-LOBBYING AMENDMENT:** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 27. PROCUREMENT OF RECOVERED MATERIALS:** Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 28. WARRANTIES:** All products shall be warranted against defects or faulty workmanship and materials by the Supplier for one (1) year following inspection and acceptance of the products by the City. Warranty shall include all costs incurred, including shipping, for repair or replacement except that which is damaged by misuse or abuse. This one-(1) year warranty shall in no way affect normal extended or manufacturer’s warranty exceeding this one (1) year period. Supplier warrants that all goods and services furnished under this Contract are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. If a defect is found, a component failure occurs, or workmanship is found to cause failure, the Vendor shall replace the product at their own expense, including shipping charges. Any replacement product will be warrantied for one (1) year from the date it is delivered. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Contract.
- 29. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, the Supplier agrees as follows: The Supplier will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any

sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Outsiders Inn.org

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Supportive Campsite Program							
Outsiders Inn							
Personnel Cost							
	Hourly rate	Number of Staff	Hours per week	Monthly Salary	Monthly Taxes & Benefits* (\$15/hr)	Total per month	Total per year
Peer support advocate (weekday)	19.00	4	40.00	13,173	9,600	22,773	273,276
Peer support advocate (weekend)	19.00	4	16.00	5,269	3,840	9,109	109,308
Community Coordinator Admin	21.00	1	20.00	1,820	1,200	3,020	36,240
Homeless Services Manager	29.00	1	15.00	1,885	900	2,785	33,420
Total							452,244
Plus Indirect Cost 10%**							45,224
Total Annual Base for Contract							497,468
Two paid staff at each day and swing shifts (with residents sharing graveyard watch duty after 6 months, tentative)							
* Includes health benefits							
**Includes accounting, payroll admin and billing services							
Other Costs							
					Monthly		Yearly
Employee training & travel mileage					250		3,000
Resident Stipend	\$160 per month per resident for cleanup and nightly gate duty				3,200		38,400
Location Phone & wifi	phone & wi-fi				400		4,800
Security - four times per day	\$800 per month				800		9,600
Security Camera / storage	cameras, storage, maintenance				350		4,200
Professional Fees - legal, mediation, open house events					300		3,600
Insurance					200		2,400
Laundry vouchers for clients	\$240 for 40 passes				240		2,880
Sleeping bags, outdoor supplies					200		2,400
Hygiene, sanitizers, trash bags					200		2,400
Total Annual Base for Contract							73,680
Total Annual Cost							
						Monthly	47,596



Staff Report 144-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/27/2021

SUBJECT Approval of Project Policy Charter for New Public Works Operations Center

Key Points

Delivering a New Public Works Operations Center achieves many of the current policy and strategic planning goals of the City of Vancouver, which have been previously identified by City Council. This is an opportunity to build a project that addresses a holistic set of Council and community goals, with the project policy charter serving as the overarching framework.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

The City of Vancouver Public Works Operations Center is the maintenance hub for providing these essential public services for the City of Vancouver and the surrounding urban area. Existing facilities are inadequate to serve the current and forecasted population, are vulnerable to moderate seismic events and do not meet current minimum building code standards. The existing Operations site at Fourth Plain Blvd and General Andersen cannot be efficiently or economically restructured to meet present and future needs.

The purpose of the New Operations Center Project is to meet service levels for public works, provide efficiency of operations, modernization of services, and serve as an Emergency Operations Center (EOC).

Advantage(s)

1. This Charter establishes and memorializes the project policy expectations for the City of Vancouver Public Works Department's New Operations Center.
2. The project policy charter serves to define the visions and values as well as governance

structures that will synchronize key City of Vancouver (City) strategic policies and goals across project development.

3. Memorialization of these expectations provides for continuity over a multiple year large capital project.

Disadvantage(s)

There is no known disadvantage to adoption of a project policy charter for the project. Not ratifying the project charter increases the risk of not having a shared project understanding and clear expectations over multiple budget and election cycles, which can lead to increase project costs and schedule delays in the future.

Budget Impact

None

Prior Council Review

The Operations Center Replacement Project was the subject of two Council workshops in 2018 (July 16, 2018, and November 16, 2018) as well as two Council workshops in 2021 (April 26, 2021 and June 28, 2021) that defined pathway to the new Public Works Operations Center project charter.

Action Requested

Ratify the project policy charter, September 2021 version 1, for the New Public Works Operations Center.

Jennifer Belknap Williamson, Public Works Director, 360-487-7131; Jean Singer, Capital Facilities Projects Manager, 360-487-6740

ATTACHMENTS:

- ▣ Memorandum
- ▣ Project Charter

MEMORANDUM

DATE: September 10, 2021

TO: Eric Holmes, City Manager

FROM: Jean Singer, Facilities Capital Projects Manager

RE: **June 28, 2021 Workshop: New Public Works Operations Center Project Charter**

Mr. Holmes,

As follow up to the Council workshop held on June 28, 2021, as well as the workshop held on April 26, 2021, please find attached the project charter for the new Public Works Operations Center.

Below is a summary of Council comments and discussion provided during the June 28, 2021 workshop and the subsequent revisions to the Project Charter, and/or additional information as a response.

1. Funding – consideration of any federal grants forthcoming related to resiliency.
RESPONSE: Added a statement to Funding portion of Charter about pursuing relevant grants.
2. Council would like to ensure the project goals are specific enough to guide future cost/benefit decisions and make a clear statement of the desire for leading-edge practices related to resiliency, sustainability and equity.
RESPONSE: The project goals are intended to provide a framework for guiding decisions while recognizing the project is still early in the design stage, and the metrics associated with the goals may require more detailed design and cost information before they can be established. Goals were updated where there were requests for more clarity, such as around energy sources, green building policy and carbon strategy. Council will be engaged in cost/benefit options and decisions as the project progresses, with attention on alignment of project elements to the overarching project goals within the project budget. The metrics associated with certain goals, such as DBE/WBE target goals, are appropriate to establish at a later stage in the project. For DBE/WBE goals, a market evaluation and the trade distribution/subcontractor requirements for the construction must be known prior to setting metrics.
3. Council wants to make sure the project goals aren't "glossed over" in the process.
RESPONSE: Added statement under 2.1.3 explanation about how the goals will carry forward and show policy in action.

4. Need to clarify what “multiple energy sources” means.

RESPONSE: Expanded on the need to provide energy for the site to accommodate different operating conditions: regular work, “peak” grid usage, and functioning in temporary, emergency response capacity.

5. Carbon neutrality, net zero emissions, will be required by Washington State by 2050. Need confirmation that project charter matches state requirements.

RESPONSE: Yes, the project charter matches state requirements. Based on the Washington State guidance, the 2019 building code applies. That has already been accounted for in the project’s current basis of design.

Based on Ecology’s website, they haven’t designed the policies to reduce the emissions and track progress. The design moving forward will identify a target date for zero emissions for this specific site and facilities. That may require a phased approach: providing infrastructure as part of the initial capital project to support the next cyclical renewal of equipment and systems, given their typical life cycle of 10-30 years. Additional info is available at: [Reducing greenhouse gases - Washington State Department of Ecology](#)

6. The project doesn’t have to be “LEED” brand certified, however the Council desires a high level of sustainability.

RESPONSE: Project charter updated to reflect the high level of sustainability desired and utilization of benchmarking appropriate for public works facilities such as the EnVision rating system for sustainability in public works. Project will not pursue LEED rating, however project will pursue a high level of sustainability in energy demand and supply, materials, site development, and other design and operation decisions.

7. Offer more expansion in the charter with touchpoints about Level of Service and the cost/benefit analysis to City Council. This would be mostly in 2022. From 15%-60% design.

RESPONSE: Added expansion under the governance portion of the charter. Called out the details more on the touch points.

8. The Partnerships discussion in the project charter is mostly focused on utilities. If the utilities do not have the infrastructure to provide what we need on site, we will need to work out an agreement for that, perhaps adding to their capital programs as a cost to this project, or phase energy usage in alignment with utility capacity.

RESPONSE: Added more direct language above about coordination of capital work and specifically identified the heightened engagement of the energy utilities.



9. Clarify the point about staff coming to their respective managers that are represented on the PW Management Team with their individual and group needs for the new site/work stations/work areas.

RESPONSE: Revised statement regarding this approach.

10. Request to utilize expertise on existing City advisory committees, such as Downtown Redevelopment Authority, for advisory input.

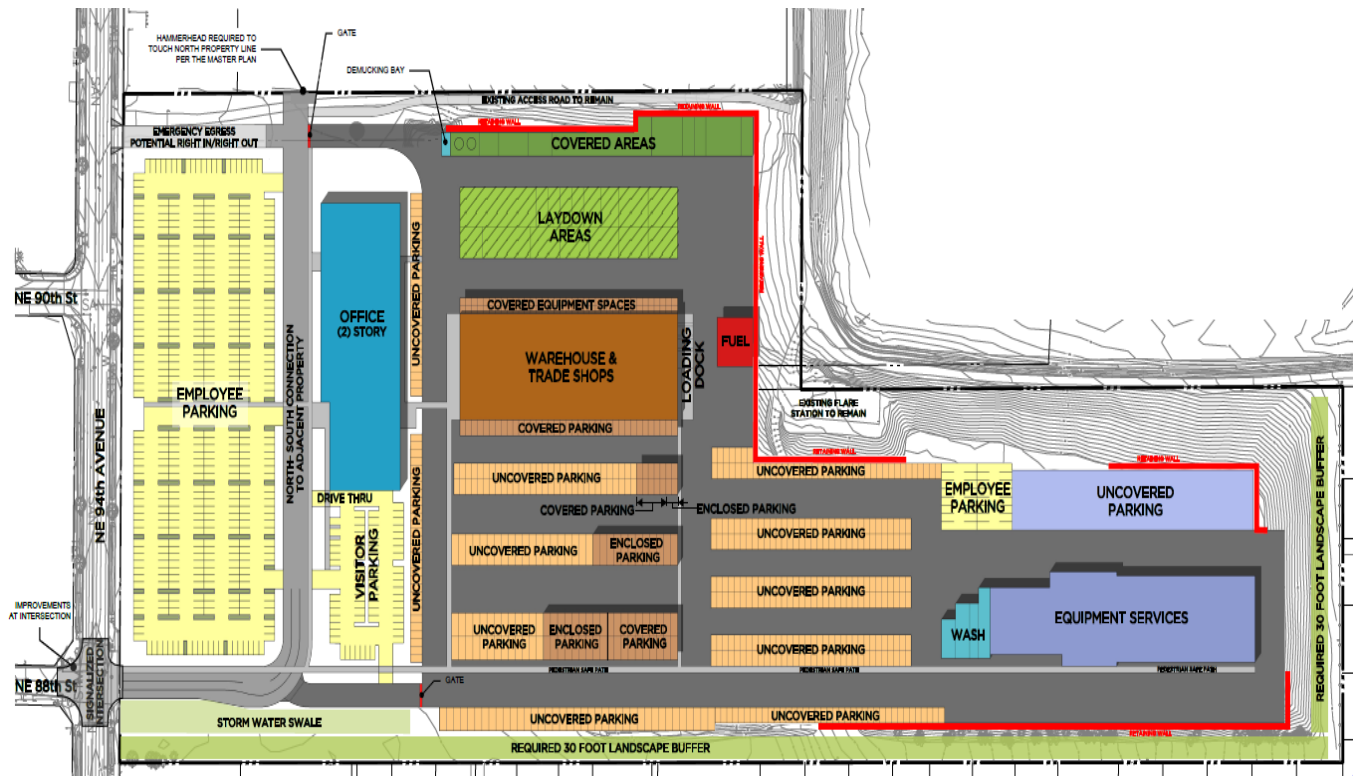
RESPONSE: Revised governance statements regarding this approach.

We appreciate the careful review and valuable comments provided. We look forward to continuing to develop this project with the City Council.

ATTACHMENT: Project Charter New Public Works Operations Center

PROJECT POLICY CHARTER

New Public Works Operations Center Project #PRJ083491



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Project Charter Document History

Date	Document Title	Version #
9/10/2021	Project Policy Charter	1

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1. Purpose/Executive Summary

This Project Policy Charter establishes and memorializes the project expectations for the City of Vancouver Public Works Department's New Operations Center. This document serves to define the visions and values as well as governance structures that will synchronize key City of Vancouver (City) strategic policies and goals across project development. A separate Project Delivery Plan will govern design and execution of the project once the Project Policy Charter is approved.

1.1 Project Purpose and Need Statement

The City of Vancouver Public Works Department is responsible for providing essential infrastructure and services for water, sewer, streets, bridges, traffic signals, street lighting, grounds maintenance, facilities, fleet services and surface water management, including the administration, engineering and operational support of these services.

The City of Vancouver Public Works Operations Center is the maintenance hub for providing these essential public services for the City of Vancouver and the surrounding urban area. Existing facilities are inadequate to serve the current and forecasted population, are vulnerable to moderate seismic events and do not meet current minimum building code standards. The existing Operations site at Fourth Plain Blvd and General Andersen cannot be efficiently or economically restructured to meet present and future needs.

The purpose of the New Operations Center Project is to meet service levels for public works, provide efficiency of operations, modernization of services, and serve as an Emergency Operations Center (EOC). Development and use of the new Operations Center will achieve multiple City of Vancouver policy and strategic planning objectives.

1.2 Project Description

This project will build a more accessible, sustainable, and resilient operations center in a strategic location to serve the current and future City of Vancouver. It will relocate and consolidate the Public Works Department as, well as the Vancouver Fire Department Fleet Services, to a suitable "green field site" (an undeveloped property). Services are anticipated to be provided for 50 years from the new site. A separate project will craft a redevelopment strategy for the existing Fourth Plain site in support of the applicable subarea plan. This project requires Planning, Land Acquisition, Contracting, Design, Permitting, Construction, Relocation and Management of a new Public Works Operations Center.

2. Project Development Information

2.1 Initiate and Align

2.1.1 Project Background/History/Site Selection

The existing City of Vancouver Public Works Operations Center complex location is inadequate to meet current and future populations and is at the end of its useful life. The complex is also on a site that will be vulnerable to damage from a moderate seismic event. This would limit the availability of critical public services to support and enable emergency cleanup and recovery efforts after a seismic event.

Public Works administration, streets and traffic, grounds, greenway maintenance functions, fleet services, warehouse, facilities maintenance, utility operations, customer service and some engineering are housed at the existing Operations Center. Additional Public Works administration, construction, engineering, utility, finance, materials storage, property management and asset management groups are scattered at various sites around the city.

A 2018 analysis determined that the existing site was not suitable to redevelop. The most appropriate alternative was to relocate operations to an undeveloped “green field site.” The existing site was determined infeasible for redevelopment into a resilient operation center due to the following:

- Seismic Deficiencies, including high liquefaction risk
- Zoning Conflicts
- Public Street Bi-Section of Site
- Construction phasing challenges while maintaining continuous operations
- Cost to redevelop significantly exceeding cost to develop on a new site: 2018 Cost Estimate - \$160 Million (in 2021 Construction \$)

A preliminary program and cost estimate for a new Operations Center were developed in June 2018 with an initial target start construction date of 2021. The preliminary program accounted for future expanded service to approximately 1/3 of the currently unincorporated Vancouver Urban Growth Area (UGA), in addition to the existing City of Vancouver. In 2020, a new site was acquired, and site-specific concept planning and design development began.

2.1.2 Visions and Values

Delivering a New Public Works Operations Center achieves many of the current policy and strategic planning goals of the City of Vancouver, which have been previously identified by City Council. This is an opportunity to build a project that addresses a holistic set of Council and community goals.

Project Vision:

Building a more accessible, sustainable, resilient operations center to serve the current and future City of Vancouver.

Project Values:

Assure the project is in alignment with strategic goals, policies, and planning for the City of Vancouver.

Four primary planning areas for this project are:

- **Resilience and Safety** recognizing the role of Public Works as an essential service hub and the need for resiliency, flexibility and future-readiness.
- **Environmental Sustainability** demonstrating climate leadership and stewardship for the community.
- **Equity and Inclusion** with consideration of local and regional impacts of project and improving the resilience and safety of the community.
- **Capital Planning, Asset Management and Financial Policies** offering consistency with current and long-term financial and capital planning/asset management City policies for project financing and funding.

The primary planning areas will be used as screening criteria and performance measures for design options and shape both the approach and scope of the project.

2.1.3 Project Goals

These project goals will be developed, as feasible within the project budget, into project metrics and project deliverables, which will be documented in the Project Delivery Plan. The project metrics and project deliverables demonstrate policy in action.

Project Goals: Resilience and Safety

- Fully operational status after major seismic/weather events
- Continuity of Operations and scalable response capabilities
- Operations Center supports efficient delivery of all services
- Operations Center is right-sized to provide safe and functional use of space
- Flexibility to accommodate and adapt to future needs
- Improved resiliency through multiple energy sources and site infrastructure to meet regular, peak demand and emergency response operational functions

Project Goals: Environmental Sustainability

- Align with overall City environmental strategy and City Green Building Policy
- Inclusion of electric vehicle (EV) support infrastructure
- Establish design approach and a target date for carbon neutrality for energy usage of the campus based on required operations and available cost-effective technology
- Include energy and facility features that optimize sustainability and resiliency
- Buildings demonstrate an enhanced level of sustainable construction material utilization and/or performance over standard construction; targeting EnVision framework and rating criteria
- Focus on heat island reduction, native plantings, and enhanced tree canopy, where appropriate
- Update equipment and systems to current standards and best practices during cyclical renewals
- Partnerships with utilities for sustainable practices
- Waste minimization during construction

Project Goals: Equity and Inclusion

- Enhance an equitable economy through contracting approaches
- DBE/WBE target goal for construction
- Workforce development and Apprenticeship goals to support living wage job growth
- Outreach to local businesses regarding contracting opportunities

Project Goals: Capital Planning/Asset Management and Financial Policies

- Document project benefits and align with policy goals
- Life-cycle cost management: optimize capital outlay, equipment & long-term maintenance expenses
- Application of climate sustainability and equity practices
- Utilize Lean Construction practices and Target Value Delivery to maximize project efficiency

2.1.4 Project Governance: Objectives, Authority and Responsibilities, Operating Guidelines

2.1.4a Objectives

The project governance objectives of the New Operations Center project policy charter are to:

- Assure on-going alignment with policymaker expectations in development and execution of the project
- Provide clear and comprehensive executive ownership and oversight of the project and any associated activities having an influence on project delivery
- Offer efficient change management and a means for issue escalation
- Ensure coordinated management and expectations from the project team up to City Council

2.1.4b Authority and Responsibilities

City Council

RESPONSIBILITIES: Provides policy direction and authority.

ACTIONS: Approval of concepts and Level of Service, Funding/ Financing, and oversight of community engagement. Engagement on project alignment with policy charter through concepts, Level of Service, and cost/benefit evaluations will be held at 30% and 60% design; with review of overall project at 90% design.

Executive Sponsors Committee

City Manager, Deputy City Manager, Chief Financial Officer, and Public Works Director

RESPONSIBILITIES: Provide executive level oversight to align with organization-wide objectives. Provide oversight in context of Citywide policies, services and performance. Assure project delivery meets goals and metrics.

ACTIONS: Approval of overall concepts and high level scope elements; monitoring of project budget, contingency and scope; adherence to project goals and risk management strategies. Bridge and facilitate support for project across city departments. Approval of recommendations to Council on project budget changes; alignment with charter through concepts and Level of Service.

Management Team

The Public Works Director, Operations Manager, and the General Services Director are the Project Sponsors.

The management team includes the Public Works Director, General Services Director, Operations Manager, Construction Manager and City Engineer. The Public Works Finance and Asset Manager as well as the Streets and Transportation Manager will be engaged as needed for management decisions.

RESPONSIBILITIES: Determine scope for project in terms of complex elements, equipment and staffing as well as level of service. Ensures that preferred options meet the project metrics/purpose and need statement within available budget. This team is responsible and accountable to make decisions and apply resources to solve problems that arise beyond the typical day-to-day management of the project.

ACTIONS: Review of major milestone plan sets from both technical and practical perspectives.

Provide input on large scope/budget design decisions that are of a subjective nature and/or develop decision making processes for these project elements. Support the project within respective divisions and assist with change management for staff. Filter input from staff regarding work/site needs through decision making matrices. Support the project as needed through public outreach, public input and City Council workshops.

Operations Advisory Committee

City of Vancouver Managers from operations, utilities, fleet, facilities, IT and construction

RESPONSIBILITIES: Provide the user/practitioner expertise and input to project design and delivery.

ACTIONS: Input on programmatic elements, project specific needs and direction on how these elements and needs will support delivery of services.

Project Delivery Team

RESPONSIBILITIES: The Project Delivery Team provides management of working-level activities. The project delivery team is a multi-discipline team, both with internal and consultant members, in charge of the final project delivery.

ACTIONS: Define the major phases of each constituent project element/area. Develop scoping, scheduling and budgeting management documents, create program and project level deliverables, run the procurement selection processes for design and construction contractors, and manage the day-to-day planning, design, engineering, permitting, progress review, and construction efforts for the successful delivery of the project into operation.

Additional peer review teams and focus groups, working with the Project Delivery Team, may be developed under the Project Delivery Plan.

Technical Advisors

Advisors, external to the City, who have finance, construction and facilities industry experience. Advisors will be drawn from expertise represented on existing city boards and commissions, such as the Downtown Redevelopment Authority, municipal peers and/or other private sector representatives with relevant project experience.

RESPONSIBILITIES: Offer opportunities and expertise to validate and stress-test project assumptions.

ACTIONS: Review, meet and discuss the 30/60/90% designs. Provide input to project design regarding constructability and functionality.

2.1.4c Operating Guidelines

Operating Guidelines, a more detailed charge from the Responsibilities above, will be provided in the Project Delivery Plan for each committee and team. Generally, each committee or team acts as an advocate, expert and/or executive decision maker for the function they represent.

2.2 Project Baseline

The project baseline is the result of the master planning efforts and site-specific concept plan. The project design and construction will build from this baseline, applying the established visions and values, project goals and governance provided in the project policy charter. **The current project cost estimate and project budget is based on the project baseline (developed in 2020). Known scope and budget areas that require updating since the baseline was completed are identified below. These areas will be addressed during an early project design validation task.**

2.2.1 Project Initial Scope: Site Specific Concept Plan

- Space is developed with existing and projected future needs, City Standards and national best practices from Public Works Departments. Buildings are simple in layout and function for efficiency and flexibility.
- Designed to “No Collapse, Fully Operational” criteria for seismic response, as appropriate for each specific building or structure, including all building systems.
- Service life of individual facilities and building systems will be typical life cycle, assuming cyclical renewals.
- Finishes are industrial or mid-range, as applicable.
- Buildings (approximately) at LEED certified or 1 Globe/Green Globe Program (note, Council goals have been updated to a higher level of sustainability since the baseline was established. The project budget and scope require updating to address the newer goals)

Public Works Operations Center Campus

Administration Office Building

Warehouse/Trade Shop Building

Fleet Services Building (merged with Fire)

Fuel Station

Wash Station

Laydown areas (materials)

Covered storage (materials)

Uncovered and covered parking

Frontage improvements including a new traffic signal and turn lanes

Enhanced landscaping and low impact development stormwater management features

Staffing

Staff to be relocated include the operations and maintenance divisions, construction division, streets & transportation division, Public Works finance & asset management, Public Works administration and fire fleet/fleet services.

The campus is designed for 410 employees in the baseline project. The staff estimation was developed based on annexing and servicing the existing complete water/sewer system area. This is an expansion of 20.45 square miles from current City of Vancouver limits, which requires additional staffing and equipment for streets and transportation; grounds, greenways and stormwater; administration. Staffing projections increase only 28% over 2020 current staffing levels, while the expansion of service area increases approximate 40%. This can be attributed partially due to the existing operations and maintenance teams, water and sewer, already sized for full utility service areas. Service expansion (utility) growth area as the nexus for staffing will align the proposed rate increase for the bond payment with the customer base.

Space needs that require further review (as of 2021) include considering potential expansion of Parks and landscape maintenance staffing and level of service, Urban Forestry, engineering and capital project delivery staffing, and evolution of space needs based on hybrid remote/in-person work.

2.2.2 Project Initial Schedule Development: Site Specific Concept Plan

The preliminary schedule utilizes typical phase durations based on scope of work, permitting and needs of the project - assuming a linear and sequential process through planning, design, permitting and construction.

Touchpoints for committees, technical advisory, focus groups, council updates, financing and public engagement are incorporated.

Major Milestones are highlighted below:

- 2021 Project Policy Charter
- 2021 Design RFQ/Design Contract
- 2022 30% and 60% Design
- 2023 Permitting
- 2023 90% and Final Design
- 2024 Bidding/Construction Start
- 2025 Construction Ongoing
- 2026 Construction Completion
- 2026 Relocation to New Site

2.2.3 Preliminary Cost Estimation & Budget Development: Site Specific Concept Plan

In 2018 a concept estimate for a generic “green field site” was developed with a target of 2021 as the start year of construction. That total project cost estimate was approximately \$126 Million (2021 \$). That analysis also included escalation to 2024 (the currently programmed construction start year) which yielded a total project cost estimate of \$136 Million (2024 \$). The 2020 updated site-specific concept plan total project cost estimate was \$132 Million (2024 \$). The \$4 million reduction between 2018 and 2020 was the result of further refinement of the master plan and development of a concept plan. Escalation and contingencies applied were consistent with current, at the time, market and industry standards.

2.2.4 Preliminary Funding and Financing Plan and Assumptions

The project delivery assumes a funding/financing split commensurate with the project ownership: 60% of funding and debt service will be supported by the benefiting utilities (water, sewer, drainage, garbage) and 40% will be supported by the general fund.

The project assumes a combination of cash and debt financing, with debt supported proportionate to project ownership by current and projected utility rate revenue (60%) and general fund tax revenues (40%). General fund tax revenues have been identified and earmarked to support this project.

Cash reserves funded the property acquisition, and will fund project planning, project design development, permitting and final design construction documents. A general obligation bond and a utility revenue bond will be issued for the cost of construction. Bond repayment duration will be based on market conditions and financing needs and is anticipated at 20-25 years.

Grant funding opportunities, particularly for facilities that support resiliency, will be pursued where feasible.

2.3 Constraints and Areas of Focus

2.3.1 Constraints

As a condition of the property sale, the new Public Works Operations Center must comply with an existing approved site Master Plan completed by Clark County prior to the City’s interest in the site. Ongoing confirmation will be required during design that the proposed site development works with all the necessary program elements in context of the existing Master Plan. The project is limited to the acquired parcels at the site and constrained by the associated easements, covenants and property/purchase agreements. The project is

also constrained by legal and regulatory limits (environmental regulations, Statutes, etc.). This Project Policy Charter serves a boundary document for the project.

2.3.2 Areas of Focus

Escalation and Project Schedule – There is currently an unprecedented material and labor shortage as well as global supply chain challenges that have pressed construction costs to a high level of unpredictability. Project schedule extensions and delays will result in direct cost increases due to the natural pace of construction escalation, in addition to the unpredictability noted previously. For this project, **each year of delay could equal \$7,000,000 in increased construction cost**, assuming only a standard 6% rate of escalation.

Scope and Budget – As discussed above, there are elements of the Project Baseline and Budget that require updating to fully align with newer City and Council goals. In particular, these include sustainability approaches and future space needs for changed levels of service and capital program delivery.

Project Partnerships – Actively seeking out opportunities for partnerships, targeting utilities and service providers, for alignment of project goals with agency opportunities and capabilities. Depending on the existing infrastructure of the service provider and the site needs, the project may need to augment or fully pay for additions to their capital program. Alternatively, the site functions may need to be phased in as the utilities and service providers build out their capacities and customer programs. Project partnerships within City projects and programs may also be explored.

Future thinking – This area of focus offers a lens for review of project scope and components for both short- and long-term range of performance. This includes scale, life cycles and proactive discussion of anticipated reasonable future requirements.

3. APPENDIX - Associated Documents

Clark County Master Plan, Past Operations Center Redevelopment Alternatives Analysis, Site Specific Concept Plan and Basis of Design document

4. REFERENCE DOCUMENTS

Reference documents include City of Vancouver Policies and Strategic Plans, current as of signature date; and Past City Council Workshops

5. Approval Signatures

By approval of this Charter at City Council, Council members are providing their approval of the document. The Signatures of the additional people below document acceptance and approval of the formal Project Charter. The Project Sponsors have authority to commit the organization’s resources to the project. The Project Manager is empowered by this charter to proceed with the project as outlined in the charter.

Position / Title	Name	Signature	Date
City Manager			
Deputy City Manager			
Chief Financial Officer			
Public Works Director			
Operations Manager			



Staff Report 145-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/27/2021

SUBJECT Adoption of Rules and Regulations Document for Pearson Airfield

Key Points

- A Pearson Airfield Rules and Regulations document is referenced by VMC 10.05.030.
- Recent changes to VMC 10.05 moved many guidance and direction sections for Pearson Airfield out of code and into a more comprehensive Rules and Regulations document.
- The proposed Rules and Regulations document also updates some sections to reflect current and best airfield management practices.
- The proposed Rules and Regulations document was circulated among the current tenants of Pearson Field for feedback. Edits were made based on feedback received.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

Vancouver Municipal Code section 10.05.030 requires and references a separate "Rules and Regulations" document containing guidance and direction for the management and use of Pearson Airfield.

The previous Vancouver Municipal Code, Title 10.05, contained codification of many operational rules for Pearson Airfield. Recent City Council changes to VMC Title 10.05 moved many of these operational rules out of code and into the proposed "Rules and Regulations" document. The recently revised code includes a requirement for the "Rules and Regulations" document to be adopted by Council resolution. This change creates a more streamlined way for the "Rules and Regulations" to be changed in the future when needed.

Advantage(s)

1. Aligns operational rules with best management practices and current policies
2. Moves airport rules and regulations out of City code and into a separate document.
3. Allows for future needed documents changes to be made using a more streamlined process than the previously required changes to City code.

Disadvantage(s)

None

Budget Impact

There is no budget impact associated with this resolution.

Prior Council Review

- City Council workshop - June 8 2020
- City Council workshop - July 26, 2021
- City Manager Communications - August 16, 2021
- City Council adoption of revised VMC Title 10 - September 20, 2021

Action Requested

Adopt a resolution adopting the proposed “Pearson Field Airport – Rules and Regulations.”

Jennifer Belknap Williamson, Public Works Director, 360-487-7131; Guy Lennon, Airport Manager, 360-487-8619

ATTACHMENTS:

- ▢ Resolution
- ▢ Pearson Field Airport Rules and Regulations

09/27/2021

RESOLUTION NO. M-_____

A RESOLUTION relating to the adoption of the Pearson Field Airport Rules and Regulations providing for severability and an effective date.

WHEREAS, the City of Vancouver operates Pearson Field Airport, a general aviation airport which is part of the federally designated Vancouver National Historic Reserve; and

WHEREAS, it has been recommended that such rules and regulations be adopted and referenced as part of Title 10, Chapter 10.05 of the Vancouver Municipal Code; and

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The recitals set forth above are adopted as findings supporting the action of the City Council in adopting this resolution.

Section 2. The Pearson Field Airport Rules and Regulations, attached as Exhibit A and incorporated by reference, are hereby approved and adopted.

ADOPTED at a Regular Meeting of the Vancouver City Council this 27th day of September, 2021.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form

Jonathan Young, City Attorney

PEARSON FIELD AIRPORT

Rules and Regulations

Adopted by City Council

_____ 2021

Revised by City Council

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ARTICLE 1. PURPOSE AND APPLICATION.

- A. Purpose of Rules and Regulations. In order to provide for the safety of tenants and the general public and the efficient use of airport facilities, the rules and regulations set forth in this chapter shall apply to Pearson Field Airport and to all public and private uses thereof. (Ord. M-2733, 1987)(FAA Order 5190.6b, Chapter 7, Section 7.8.c) (Ord. M-2733 (part), 1987).
- B. The Vancouver City Council has adopted Vancouver Municipal Code (VMC) Title 10, Aircraft and Airports. Nothing herein is intended to modify or supersede any provisions of VMC Title 10.
- C. These Rules and Regulations have been adopted by resolution of the Vancouver City Council. Proposed modifications must be approved by the Airport Manager, the City Manager, and adopted by City Council resolution.
- D. Application of Minimum Standards for Commercial Operations. The provisions contained in Part II of the Rules and Regulations are additional requirements intended to apply only to commercial aviation operators at the airport. The City Council has adopted Minimum Standards for Commercial Activities at Pearson Field Airport. (Resolution M- 3857, 2015).
- E. The City Council has adopted, as to form, various rental and lease agreements.

ARTICLE 2. DEFINITIONS.

Nothing in this chapter shall be construed to mean that the city intends to permit any violation of any federal or state law. FAA regulations, as currently adopted, including any future amendments, shall control. The following terms shall have the meanings indicated:

1. "Adjoining private property" means privately-owned property abutting or adjoining any part of the Pearson Field Airport.
2. "Aeronautical Activity" means any activity or service which involves, makes possible, or is required for the operation of aircraft, or contributes to, or is required for, the safety of such operations. "Aeronautical activities" include, but are not limited to, charter operations (under either Federal Aviation Regulation [FAR] Part 121 or 135), charter brokerage, aircraft hangar leasing, pilot training, aircraft rental and sight-seeing, aerial photography, crop dusting, fire suppression, aerial advertising and surveying, aircraft sales, leasing and servicing, aircraft management, and sale of aviation petroleum products, whether or not conducted in conjunction with other included activities which

have a direct relationship to the operation of aircraft, repair and maintenance of aircraft, sale of general aviation aircraft parts, and any other activities which because of their relationship to the operation of aircraft can appropriately be regarded as an "aeronautical activity."

3. "Aircraft" means any contrivance used or designed for navigation or flight in the air, including but not limited to an airplane, sailplane, glider, helicopter, gyrocopter, ultralight, balloon, blimp, dirigible, unmanned aerial vehicle, remotely piloted vehicle or drone.

4. "Aircraft Operation Area (AOA)" means any area of an airport used or intended to be used for landing, takeoff, or surface maneuvering of aircraft. An aircraft operation area includes such paved areas or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiways, or apron.

5. "Airport" means the land and facilities owned or controlled by the city of Vancouver known as the Pearson Field Airport.

6. "Aviation Advisory Committee (AAC)" means that body which provides recommendations to the city council and the city manager on matters pertaining to Pearson Field Airport and the Airport Manager.

7. "Airport Manager" means the individual or individuals designated by the city manager as having responsibility and authority for management of Pearson Field Airport.

8. "Airport layout plan" means the most recent approved layout of the airport property, indicating current and proposed usage as approved by the city council by resolution.

9. "Apron" or "Ramp" refers to the same area, and means an area designated for the parking, maneuvering, taxiing, loading, unloading and servicing of aircraft while they are on the ground.

10. "Based aircraft" means an aircraft that the owner physically locates at the airport for an undetermined period, and, whenever absent from the Airport, its owner intends to return the aircraft to the airport for long-term storage. Aircraft not physically located at the airport for more than 50 percent of a calendar year shall not be considered a based aircraft.

11. "City of Vancouver" means a municipal corporation organized under the constitution and statutes of the state of Washington and known as Vancouver, Washington or Vancouver.

12. "Commercial activity" means the conduct of any aspect of a business, concession, operation, or agency in order to provide goods or services to any person for compensation, for-profit or hire. In

addition, any activity that requires a license or certification to be performed, whether for compensation or not, is considered a commercial activity.

13. "Commercial operator" means the conduct of any aspect of business, concession, operation or agency in order to provide goods or services to any person for compensation, for-profit or hire. In addition, any activity that requires a business license or certification to be performed, whether for compensation or not, is considered a commercial activity.

14. "Employee" means any individual performing services at the airport for another person and designated as an employee so that federal/state unemployment insurance, federal social security or federal withholding taxes are withheld from wages by their employer.

15. "FAA" means the Federal Aviation Administration.

16. "Fees and charges" mean charges directly imposed by the city upon users of the airport for services or direct benefit.

17. "Flying club" means a nonprofit corporation or organization (as evidenced by articles of incorporation or other appropriate documents) in which all aircraft are equally owned or leased by all members of the corporation or organization.

18. "Fuel handling" means the transportation, sale, delivery, dispensing, or draining of fuel or fuel waste products to or from aircraft or fuel trucks.

19. "Fixed Base Operator (FBO)" means a full-service commercial operator who engages in the activities that typically include aircraft fuel sales, airframe, powerplant, and avionics maintenance and overhaul, flight training, and pilot supplies and aircraft parts retail sale.

20. "Fuel Storage Area" means any portion of the Airport designated temporarily or permanently by the Airport Manager as an area in which aircraft fuel or any other type of fuel may be stored or loaded

21. "General Aviation" means all civil aviation operations other than military, scheduled air services and non-scheduled air transport operations for remuneration or hire.

22. "Independent contractor" means one who contractually undertakes to perform services for another, but who is not controlled by the other nor subject to the other's right to control with respect to physical conduct in performing the services.

23. "Lease" means the written contract between the City and a person/business enterprise specifying the terms and conditions under which that person/business enterprise may occupy and operate certain Airport facilities or property.
24. "Minimum Standards for Commercial Activity" means the qualifications or criteria established by the Vancouver City Council as the minimum requirements to perform commercial activities and operations on the airport.
25. "Motor vehicle" means automobiles, trucks, buses, public automobiles, limousines, taxis, and any other vehicle by which persons or property may be transported or carried on land, but not including aircraft.
26. "Movement area" means the runway and adjoining taxiway. Adjoining areas are non-movement areas.
27. "Non-aeronautical services" means restaurants, car rentals and any other non-aeronautical services provided on the airport.
28. "NTSB" means the National Transportation Safety Board.
29. "Operator" means the owner or the person, firm or representative or corporation controlling the operations of any certain aircraft or motor vehicle.
30. "Person" means any individual, firm, partnership, corporation, company, association, joint stock association or body politic, and includes any trustee, receiver, assignee, or other similar representative thereof.
31. "Rental Agreement" means the written contract between the City and a person/business enterprise specifying the monthly terms and conditions under which that person/business enterprise may occupy and operate certain Airport facilities or property.
32. "Rules and regulations" means written rules as have been or may be promulgated from time to time by the Airport Manager to carry out this chapter or other city ordinance or law as needed to protect public health, safety, interests, and welfare on the airport, and which are consistent with this chapter and which have been adopted as provided herein.
33. "Specialized Aviation Service Operation (SASO)" means a proprietor of a commercial operation which offers a single, aeronautical related activity or service to the public.

34. "T- Hangar" means a multiple aircraft storage building individually compartmentalized and normally leased to individual airplane operators.

35. "Taxiway" means a defined path established for the taxiing of aircraft from one part of the Airport to another; typically from the aprons to the runway

36. "Tenant" means any person (as defined above) who through agreement with the city occupies and controls use of airport premises.

37. "Tie-Downs" means city owned ramp space where aircraft can be tied down. Some tie-downs are available for rent on a monthly basis and others are available for transient aircraft.

ARTICLE 3. Airport General Regulations.

A. The airport shall be open to the public for aeronautical use 24-hours a day, subject to reasonable restrictions for security, inclement weather, unsafe conditions at the airport and other reasonable restraints.

B. The Aircraft Operation Area is open for public use in accordance with the rules and regulations governing the operation of aircraft and the conduct of airmen as promulgated by the appropriate agencies of the United States government, the state of Washington, and the City.

C. No person or persons, except airmen, duly authorized personnel, passengers going to or from aircraft, persons having business to transact in offices located in hangars, or other persons being personally conducted by airport tenants or airport staff, shall be permitted to enter the runway or taxiways. Even the persons so excepted who thus shall have the use of the runway and taxiways, are limited to the necessary use of such space in connection with flights, inspections, and routine duties.

D. Any permission granted by the Airport Manager or by their representative, directly or indirectly, expressly or by implication, to any person or persons to enter or use any portion of the airport , including aircraft operators, crew members and passengers, spectators, pleasure and commercial vehicles, officers and employees of lessees and also including other persons occupying space on the airport, persons doing business with the city of Vancouver, its lessees, sub-lessees and permittees, and all other persons, is conditioned upon such persons' compliance and continued compliance with these rules and regulations. Entry upon or into the airport by any person shall be deemed to constitute an agreement by that person to comply with all said rules and regulations.

- E. The Airport Manager, either directly or through an authorized City representative, may suspend or restrict any or all operations without regard to weather conditions whenever the Airport Manager finds such action is necessary in the interest of safety. The applicable NTSB and FAA rules and regulations shall be followed.
- F. The Airport Manager shall, at all times, have authority to take such actions as may be necessary to safeguard the public in attendance at the airport. Every pilot, mechanic or other person employed on or using the Airport shall cooperate with the Airport Manager in enforcement of these rules and to see that all persons upon the premises use due care and caution.
- G. No person or persons shall store items or disabled aircraft outside of any building within the airport of Vancouver unless approved in writing by the Airport Manager.
- H. No person shall enter the airport with a dog or other animal unless the animal is restrained by a leash or properly confined as determined by the Airport Manager. No person in charge of a dog or other animal shall permit the animal to wander unrestrained on any portion of the airport. (Vancouver Municipal Code, Chapter 8.24.120)
- I. Smoking is prohibited within a minimum distance of twenty-five feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited so as to ensure that tobacco smoke does not enter the area through entrances, exits, open windows, or other means.
- J. Authorized airport personnel may engage in discharging of a firearm or pyrotechnic device on airport property for the purpose of taking and/or dispersing wildlife provided a) the individual is authorized by The Airport Manager to participate in wildlife mitigation; b) discharging of a firearm or pyrotechnic device is for the purpose of taking and/or dispersing wildlife that are a hazard to air traffic; c) taking or dispersing wildlife is done in accordance with applicable law, or regulation, including U.S. Fish and Wildlife Service authorizations. This section exempts authorized personnel from RCW 9.41.230 or other applicable code during the course of their duties provided the above requirements are met.

ARTICLE 4. Refuse – Property damage – Tampering.

- A. No person shall throw, dump or deposit any waste, refuse, litter or garbage on the grounds of the airport. All waste, refuse, litter and garbage shall be placed and kept in closed garbage cans or containers, and all operating areas shall be kept in a safe, neat, clean and orderly condition at all times.

- B. Anyone who intentionally destroys, injures, defaces or disturbs in any way any building, sign, equipment, marker or other structures, or other public property on the airport shall be guilty upon conviction of a misdemeanor. Any person responsible for the destruction or damage of airport property, whether by accident or otherwise, shall pay the city for such damage and destruction, and, in appropriate cases, for other financial losses to the airport which follow from such damage or destruction.
- C. No one may interfere or tamper with any aircraft or start the engine of such aircraft unless authorized to do so.

ARTICLE 5. Access to Pearson Field Airport from adjoining private property.

Access from Adjoining Property. Access to Pearson Field Airport will not be permitted from adjoining private property except by written agreement. A control and security fence will be erected and maintained separating Pearson Field Airport and private property.

ARTICLE 6. Vehicle regulations.

- A. No one shall operate any vehicle (motorized or non-motorized) on the airport in a negligent manner, nor in disregard of the rights and safety of others, nor at a speed likely to endanger any person or property, nor shall such vehicle operation interfere with the movement of aircraft.
- B. No person not having a valid motor vehicle operator license shall operate any motor vehicle on the airport, nor shall any person operate at the airport any vehicle which is not properly licensed under the laws of the state of Washington or of another state.
- C. All vehicles operated on the airport shall be driven at a safe and reasonable speed not to exceed 15 miles per hour.
- D. No motor vehicle shall be driven onto the aircraft runway or taxiways, without the express permission of the Airport Manager or designated representative, and then only in accordance with these instructions, except in emergencies to attend to the needs of an aircraft incident or accident.
- E. No one shall operate any motor vehicle on the airport, off designated streets, except fueling trucks, city operated or authorized patrol or emergency vehicles; management and maintenance vehicles; FAA

maintenance vehicles; business tenants and their employees; and T-hangar or tie-down tenants, unless directly going to and from their rented areas.

F. No go-carts, scooters, bicycles or similar vehicles are permitted on the aircraft runway and taxiways of the airport without prior approval of Airport Manager. Bicycle riding on the Airport property by Airport tenants is allowed at tenant's own risk

G. No one shall operate any commercial vehicle carrying passengers for hire on the airport unless such operation is conducted with the approval of Airport Manager.

H. Accident Reports. The driver of any vehicle involved in an accident at the airport shall within 48 hours notify the Airport Manager. A written report may be requested.

ARTICLE 7. Vehicular parking regulations.

A. No person shall park a motor vehicle on the airport other than in the manner and at places either posted as parking areas or with written permission by airport personnel. No person shall park or block aircraft or vehicular movement. No person shall block access to a T-hangar other than their own rented T-hangar, without permission of the tenant.

B. A T-hangar tenant may park their own vehicles in their T-hangar.

C. No one shall leave any motor vehicle in a public parking area in excess of one week unless express approval for such parking has been obtained from the Airport Manager. Any vehicle in violation of this section may be impounded at direction of the Airport Manager. All charges for towing and storage shall be at the owner's expense.

D. Persons parking vehicles on the Airport do so at their own risk.

ARTICLE 8. General Operations.

A. The Aircraft Operation Area is open for public use in accordance with the rules and regulations governing the operation of aircraft and the conduct of airmen as promulgated by the appropriate agencies of the United States government, the state of Washington, and the city. All rental agreements, lease agreements and permits shall be subordinate to the provisions of any existing or future agreements between the city and the United States government relative to the operation and maintenance of the airport

B. "Fly Quiet" procedures may exist through cooperative agreement of airport users, the community and the city. Where these procedures exist, they are intended to be a voluntary effort on the part of airport users to be good neighbors in the community.

- a. Aircraft are advised to utilize appropriate noise abatement practices whenever possible consistent with safety
- b. Avoid overflights of Ester Short Park in Downtown Vancouver
- c. Piston aircraft operators are advised to use Aircraft Owners & Pilots Association (AOPA) "Noise Awareness Steps."
- d. Turbine aircraft operators are advised to use National Business Aircraft Association (NBAA) "Standard Noise Abatement Departure Procedures" or comparable procedure of aircraft manufacturer.
- e. Helicopter operators are advised to use Helicopter Association International (HAI) "Fly Neighborly" program.

C. Repair of aircraft, aircraft engines, propeller or apparatus (except emergency repairs to facilitate movement of an aircraft) shall be made only in spaces designated for this purpose and described in the applicable minimum standards, a lease or rental agreement. Such work may only be performed by persons working on their own aircraft or who have a valid city business license, in conjunction with either approval by airport management or a tenancy agreement from the City of Vancouver.

ARTICLE 9. Landing and takeoff rules.

Landings and takeoffs shall be governed by FAA regulations as currently adopted including any future amendments.

ARTICLE 10. Aircraft ground and taxiing rules.

A. At no time shall engines be operated within any hangar, shop or other building. When an engine is being hand propped, a competent operator shall be at the controls, the wheels shall be chocked, and/or operating parking brakes shall be set.

- B. No one shall taxi an aircraft to or from the hangar line or to or from an approved tie-down until they have ascertained that there will be no danger of collision with any person or object in the immediate area.
- C. No aircraft shall be taxied except at a speed which is safe and reasonable under all existing circumstances.
- D. Operators shall be responsible for all "prop wash" damage to property owned by others.
- E. No aircraft that is not equipped with adequate brakes shall be taxied near buildings or parked aircraft unless it can be safely performed.
- F. No aircraft shall be taxied by any person upon a taxiway which has been designated by airport personnel as being closed. The closure of any taxiway shall be done in accordance with FAA runway procedures.
- G. Aircraft awaiting takeoff shall stop at the runway holding line in a position to have direct view of aircraft approaching or landing.

ARTICLE 11. Aircraft parking.

- A. Unless otherwise provided in a rental or lease agreement, no person shall use any area of the airport for permanent or semi-permanent parking and storage of aircraft or property without first obtaining permission from the Airport Manager. If anyone uses such area without first having obtained permission, then the Airport Manager may order in writing the aircraft or other property impounded and stored at the expense of the owner, without liability for damage or any costs arising from or out of such removal or storage. Reasonable efforts shall be made to notify owner prior to removal of aircraft or other property.
- B. Aircraft shall be securely chocked and tied down by the owner or operator when parked overnight or when conditions warrant chocking or tying down.
- C. Securing of aircraft shall be the sole responsibility of the operator of the aircraft, and the city of Vancouver, its employees and agents shall in no way be held responsible to secure aircraft or for the consequences of failure of the operator to so secure.
- D. Transient parking is for temporary parking by visitors or guests only and not for aircraft awaiting repairs except by approval from the Airport Manager. Emergency repairs are allowed but only for that

amount of time required for repairs. The Airport Manager shall be advised of such time needed for repairs.

ARTICLE 12. Disabled aircraft.

- A. As soon as permitted or directed by FAA or NTSB authorities or by the Airport Manager, aircraft owners and pilots are required to remove their disabled aircraft promptly from any Aircraft Operation Area.
- B. Non-airworthy aircraft, wrecks, "derelict" or parts thereof shall not be parked or stored anywhere on the airport unless express authority for parking or storage has been granted in writing by Airport Manager.
- C. Should any person refuse to remove an aircraft or any parts thereof when directed to do so by airport management in compliance with this chapter, such aircraft may be removed at the owner's or operator's expense and without liability to the city for damage which may result in such moving. (Ord. M-2733, 1987)

ARTICLE 13. Fuel handling and storage requirements.

- A. Fuel storage and servicing equipment must comply with all city, state and federal laws and regulations.
- B. Fueling hoses, fuel equipment and fuel trucks shall be maintained in a safe, non-leaking condition.
- C. Fuel trucks shall proceed slowly and with caution on the airport.
- D. Fuel trucks, when servicing aircraft, must be positioned so that they may be readily driven away without backing up to an open area in an emergency.
- E. A serviceable 2A-10-BC fire extinguisher shall be within ready reach of all persons engaged in fueling or defueling of aircraft.
- F. All aircraft shall be positively grounded while being fueled.
- G. Aircraft shall not be fueled or defueled while the engine is running or while such aircraft is in a hangar or any enclosed area.
- H. No occupants or animals should be permitted inside an aircraft being fueled

- I. Aircraft master switch should be turned off during fueling or defueling.
- J. Fuel spills that create a potential fire hazard shall promptly be reported to the Vancouver Fire Department with a request for assistance.

ARTICLE 14. Rules for Rental and Use of T-hangars.

The primary purpose of T-hangars is aircraft storage. Incidental storage of non-aeronautical items is allowed. Commercial activities as described in the Minimum Standards for Commercial Activities are not allowed in T-hangars. Constructing amateur-built or kit-built aircraft is permitted, provided that activities are conducted safely. There shall be no storage of items or activities prohibited by local or state law.

A. Specific permitted uses of T-hangars include:

- a. Storing active aircraft;
- b. sheltering aircraft for maintenance, repair, or refurbishment, but not indefinitely storing non-operational aircraft;
- c. constructing amateur-built or kit-built aircraft provided that activities are conducted safely;
- d. storing aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft; items related to ancillary or incidental uses that do not affect the hangar's primary use;
- e. storing materials related to an aeronautical activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, and materials related to ancillary or incidental uses that do not affect the hangars' primary use;
- f. storing non-aeronautical items that do not interfere with the primary aeronautical purpose of the hangar, e.g., televisions and furniture;
- g. parking a vehicle at the hangar while the aircraft usually stored in that hangar is flying, subject to local airport rules and regulations; and
- h. items described in FAR Part 43, Appendix A, Section C, Preventive Maintenance, and Federal Aviation Administration 14 CFR, Chapter 1 [Docket No. FAA-20140463] amended or changed.

B. Specific uses not permitted in T-hangars include:

- a. use as a residence;

- b. commercial activities as defined in Minimum Standards for Commercial Activities at Pearson Field (March 23, 2015). However, operating, storing and maintaining an aircraft used in the conduct of an owner's non-commercial activities (Minimum Standards 5.2) is permitted;
- c. operation of a non-aeronautical business, e.g., limo service, car and motorcycle storage, storage of inventory, and non-aeronautical business office;
- d. activities that impede the movement of the aircraft in and out of the hangar or other aeronautical contents of the hangar;
- e. activities that displace the aeronautical contents of the hangar or impede access to aircraft or other aeronautical contents of the hangar;
- f. more than de minimis storage of household items that could be stored in commercial storage facilities;
- g. storage for longer than 12 months of derelict, non-airworthy or scrap aircraft and parts;
- h. storage of items or activities prohibited by local or state law;
- i. storage of fuel and other dangerous and hazmat materials, except as allowed in Article 13 Fire regulations; or
- j. storage of inventory or equipment supporting a municipal agency function unrelated to the aeronautical use.

C. Tenant shall make no alterations, additions, modifications, replacements or improvements to either the interior or exterior of the rented space during the term of this agreement without obtaining the Airport Manager's prior written approval, including, but not limited to:

- a. Modifying existing wiring, installing additional outlets, fixtures, or the like;
- b. Painting, removing, defacing, modifying, bending, drilling, cutting or otherwise altering or modifying any part of the hangar structure or floor;
- c. Attaching any hoisting or holding mechanism (i.e. chain-fall, block, tackle or any other hoisting device) to any part of the hangar or passing any such mechanism over the struts or braces;
- d. Nothing may be hung, attached or mounted to any portion of the hangar structure.

D. T-hangar doors shall remain closed at all times when not in use.

E. Aircraft engines shall not be operated inside T-Hangars;

F. Use of gas-fired heaters is prohibited. UL approved electrical heaters or dehumidifiers for avionics or engines, may be used with the written approval of the Airport Manager. All extension cords shall be appropriately rated, in good repair, and safely routed;

G. Per FAA rules, short-term fair market non-aviation use of T-hangars may be authorized by the Airport Manager providing this use does not prevent aeronautical primary use.

H. Provisions of Article 14 Use of T-hangars shall be included in T-hangar rental agreements.

ARTICLE 15. Fire regulations.

Tenants and other users of Pearson Field Airport shall comply with the International Uniform Fire Code as adopted by ordinance of the City of Vancouver. All tenants shall provide one serviceable and readily accessible fire extinguisher, type 2A-10-BC, in each T-hangar

- A. All persons using the Airport or facilities of the Airport in any way shall exercise the utmost care to guard against fire and injury to persons or property.
- B. Tenants shall provide one serviceable and readily accessible fire extinguisher, type 2A-10-BC, in each T-hangar.
- C. No person shall smoke or carry any lighted cigar, pipe, cigarette, match or any open flame in or upon the airport within fifty feet of fuel storage areas, fuel loading situations, fuel handling vehicles or aircraft being fueled or having fuel drained, or in any other place where smoking or open flame is prohibited.
- D. T-hangars shall be kept clean and free of debris and oily rags or other fire hazardous materials. Tenants shall provide "listed" metal receptacles with self-closing covers for the storage of oily wastes, rags or other combustible material.
- E. Tenants shall keep floors of hangars and adjacent interior walls areas free and clear of all oil, grease and other flammable material.
- F. No one shall keep, store, or use any flammable and/or combustible materials in T-hangars excepting for:
 - a. No more than five gallons total of flammable and/or combustible materials may be stored in well maintained original storage containers and/or storage cabinets designed for that type of material;
 - b. Incidental quantities of paint or dope required for allowed owner maintenance may be stored and used. Touch up painting and doping of small fabric areas is allowed provided hangar doors are opened to provide adequate ventilation. No spray-painting operation shall be conducted in T-hangars with the exception of spray can paint in its original container;
 - c. Incidental quantities of cleaning fluids may be stored and used while hangar doors are opened to provide adequate ventilation; and
 - d. Fuel or oil will be contained only in aircraft or accessory (ex; aircraft tugs) tanks, or stored in an approved container.
- G. Any container with flammable and/or combustible material is considered full for the purposes of fire inspections regardless of the quantity of material in the listed container.

H. Unattended heating appliances are not allowed in T-hangars excepting for UL approved electrical heaters or dehumidifiers specifically approved for aircraft avionics or engine use. UL approved battery chargers for aviation use may be used. All extension cords shall be appropriately rated and safely routed.

I. With the exception of limited soldering and use of a heat gun, hot work including but not limited to welding, grinding, brazing and cutting is prohibited. Gas-fired heaters are not allowed for use in T-hangars.

J. Periodic inspections may be made by the Vancouver fire department to ensure compliance with these and other City fire regulations.

ARTICLE 16. Posting regulations.

These Rules and Regulations, as well as current airport plans (Master, Layout, Business, etc.) shall be posted on the Pearson Field Airport website. Rules and Regulations shall be supplied to all tenant applicants and interested parties upon request to the Airport Manager.

ARTICLE 17. Penalties for violations.

A. **Penalties for Non-Compliance.** Generally, every person who violates or fails to comply with any provision of this chapter, or who operates or handles an aircraft in violation of any provision of this document, except where noted as voluntary, may be promptly removed or ejected from the airport by or under the authority of the Airport Manager, and may be deprived of the further use of the airport and its facilities for such length of time as may be required to insure the safeguarding of the same and the public and its interest therein. In addition, any person who violates or fails to comply with any of the requirements of this document may be referred to the proper authorities for further enforcement. All persons on Pearson Field are entitled to quiet enjoyment and any harassment by any individual upon another person or persons shall be grounds for removal.

B. *Traffic Violations.* Any person violating these rules and regulations and/or the traffic laws of the state of Washington or the city of Vancouver in connection with vehicular traffic on the airport, shall be subject to prosecution in the appropriate court for such violation.

ARTICLE 18. Aircraft Wingspan & Weight Restrictions

- A. Aircraft shall not occupy any hangar, or tiedown, nor shall aircraft be operated in areas of the airport, where the aircraft's wingspan exceeds the maximum approved wingspan designation for that area as specified by the Airport Manager or as published.
- B. Aircraft shall not occupy any hangar, or tiedown, nor shall aircraft be operated in areas of the airport, where the aircraft's weight exceeds the maximum approved weight restriction for that area as specified by the Airport Manager or as published.
- C. The city assumes no liability for damage or loss resulting from aircraft operations in areas where aircraft wingspan or weight exceeds the designated wingspan or weight restrictions. Any such operation and/or resulting damage is solely at the risk of the aircraft operator. (FAA Order 5190.6B, Chapter 7, Section 7.7.b)

**Minimum Standards for Commercial Operations
at
Pearson Field Airport**

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1. Policy, Purpose and Authority

The City of Vancouver will maintain Minimum Standards for Commercial Activities ("Minimum Standards") at Pearson Field Airport ("Airport"), as required by the Vancouver Municipal Code (VMC) Section 10.05.080. The Airport Manager and city staff shall use these Minimum Standards as a minimum threshold, and as guidance for making decisions related to the approval of commercial activities located at the Airport. In the event of a conflict between the Minimum Standards and any lawfully-executed commercial activities agreement or lease, the commercial activities agreement or lease shall control.

The City Council has adopted Vancouver Municipal Code Title 10, Aircraft and Airports. Nothing herein is intended to modify or supersede any provisions of VMC Title 10.

The Minimum Standards shall be reviewed every five years to ensure accuracy and compliance with applicable regulations. If significant changes in regulations or law indicate a need for additional review, the Airport Manager may initiate a single case or a full review of the Minimum Standards.

The Minimum Standards are established to ensure sustainability of the Airport by providing a baseline set of requirements for:

- a.** Public, operator and user safety.
- b.** Predictable access and services expected at a working airfield.
- c.** Predictable standards that provide a fair and equitable opportunity for commercial activities on the airfield.

These Minimum Standards also help support aviation as an integral part of Washington's transportation network by creating and implementing strategies to protect and improve the aviation system, encouraging aviation-related economic development and supporting aviation safety and education. In addition, the Vancouver City Council adopts standards to ensure that:

- The Airport remains compliant with all federal and state grant assurances.
- Any person who uses or accesses Airport property or facilities for commercial activity compensates the Airport at fair market value (FMV) for such use and privileges.
- Airport public areas, roads, taxiways, runways and aprons remain available for public aeronautical activity subject to Airport Rules and Regulations.

All persons conducting commercial activities at the Airport shall, as a condition of conducting such activities, comply with all applicable requirements set forth in these Minimum Standards. The Minimum Standards are deemed to be a part of each commercial operator's lease, license, permit or agreement, unless any such provisions are expressly waived or modified by the Airport Manager in writing. The mere omission of any particular part of these Minimum Standards in a lease, license, permit or agreement shall not constitute a waiver or modification of the standard unless the document expressly states that the City waives application of that specific standard. However, as above, if

there is a conflict between the Minimum Standards and any lawfully executed commercial activities agreement or lease, the commercial activities agreement or lease shall control. Prior to establishing or conducting a commercial activity, the person or corporation shall have secured all licenses, permits, certifications, and insurance required by state, federal, or city regulations, including a city business license required by VMC Title 5.04. Commercial activity may only be conducted in facilities designated for commercial use by the City of Vancouver.

Commercial operators desiring to operate at the Airport may submit proposals to the Airport Manager. Proposals will be reviewed by the Airport Manager and City Staff, including advisory input from the Aviation Advisory Committee or other advisory committees, as appropriate.

2. Areas and Descriptions

For future development of the Airport, it is important to designate areas for specific uses to ensure adequate space is available for commercial activity. Plans should include strategies to restrict pedestrian, bicycle, and vehicle traffic at the Airport which helps to ensure the safety of ground crew and passengers during aircraft ground operations and develop a coordinated traffic flow.

- a. **Airport Layout Plan (ALP):** The City has adopted an airport layout plan for Pearson Field Airport that is approved by FAA. The City reserves the right to change such plan as necessary to protect public safety and convenience or in connection with further development of the Airport for aeronautical purposes.
- b. **Airport Runway and Taxiway:** The Runway and Taxiway system is a designated "Aircraft Only" operating area. This is to ensure safe coordinated flow of air traffic. No commercial, non-commercial, or non-aeronautical activities are allowed on the Runway or Taxiway, unless that activity involves the movement of aircraft or other activity specifically authorized by the Airport Manager.
- c. **Aircraft Operations Area:** "Aircraft Operation Area (AOA)" means any area of an airport used or intended to be used for landing, takeoff, or surface maneuvering of aircraft. An aircraft operations area includes such paved areas or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiways, or apron.
- d. **Maintenance and Storage Facilities:** Maintenance facilities are those buildings and apron areas that are compliant with the requirements for maintenance activities, and that have been designated as such. Storage facilities such as T-Hangars and Tiedowns are not compliant with requirements for maintenance beyond that specified in FAR, Part 43, Appendix A(c). The airport diagram in Appendix I provides a graphic representation of these locations and the level of activity permitted.
- e. **Future Airport Development:** Areas for future development are depicted on the ALP. The airport has the authority to issue Requests for Information (RFI), Requests for Qualifications (RFQ) or Requests for Proposal (RFP) for development. Requirements for consideration of commercial and private development will be addressed in those

documents.

- f. Land Lease:** Commercial Operators seeking a land use lease may submit the request in writing, which will be reviewed by the Aviation Advisory Committee and City Staff. The Airport Manager will make the final decision on whether the lease is in the best interest of the City and the Airport.
- g. Special Event Area:** Special areas for events may be temporarily established from time to time. Events must be approved by the Airport Manager prior to the start date. No aircraft or vehicle may use a Special Event Area unless an Operations Plan has been approved by the Airport Manager.
- h. Through the Fence Operations:** A "Through the Fence Operator" is an individual, business, or organization located on property adjacent to the airport, offering an aeronautical activity, that has direct access to the airport. Through the Fence Operations are not allowed at Pearson Field.

3. Liability and Insurance

Commercial operators are required to obtain insurance, or bonds, or a combination of both, at a contemporary rate required by the City. Commercial operators must also agree to the City's contemporary liability and hold harmless requirements.

4. Application of the Minimum Standards

The Minimum Standards are adopted to provide the minimum threshold requirements for those operators providing commercial services at the Airport. Although this document specifically addresses commercial operators, these standards apply to all commercial and non-commercial operators at the Airport.

- a. Multiple Services:** When a commercial operator conducts multiple activities pursuant to one lease, license, agreement or permit, the commercial operator shall comply with the minimum standards established for each separate activity. If the minimum standards for one activity are inconsistent with the minimum standards for another activity, then the minimum standard that is more restrictive or imposes a higher standard shall apply.
- b. Activities Not Covered by Minimum Standards:** Activities with no specific minimum standard, as outlined in this policy, will be reviewed and approved by the Airport Manager on a case-by-case basis in the commercial operator's lease, license, permit or agreement.
- c. Waivers or Modifications:** The Airport Manager may waive or modify any portion of these Minimum Standards for the benefit of a governmental agency performing public services, fire protection or emergency response operations, or when it is determined that such a waiver is in the best interest of the Airport users and the public, and will not result in degradation of safety or reduction in fair and equitable opportunity for commercial activities on the Airport.

5. General Minimum Standards for Commercial Operators

Airports typically provide a variety of commercial services to be able to meet the needs of

the flying public. This includes fuel, aircraft and avionics maintenance and repair, and flight training as well as a variety of supporting activities such as pilot supplies sales. A Fixed Base Operator (FBO) is a single source provider of multiple services to the flying public. FBO services typically include aircraft maintenance, fuel sales, and flight training. History has shown that it is in the best interests of the Airport to have at least one full service FBO.

5.1 Commercial Operators

Commercial activities at Pearson Field shall be conducted to recognized industry standards and professional practices.

Commercial Operators should establish standardized business hours that are commensurate with their customer needs. Business hours, including holiday closures, must be recorded with the Airport Manager in advance. Fuel and Maintenance service providers shall install a card-lock (self-fuel) or post phone numbers and be on-call 24 hours a day to provide after-hours emergency assistance. Mobile service providers and Mobile maintenance providers, by the nature of their business are not required to have standardized scheduled business hours on the airport.

Depending on the services provided, Operators will be categorized as a particular type, which will also identify the level of service they are permitted to provide at the airport.

The list below identifies a variety of services that can be provided, individually or in combination with each other, on airport property. These services comply with FAA and State regulations, which require all airport property be used for aviation unless alternate uses are authorized by the FAA. The City of Vancouver operates the airport in accordance with these assurances and regulations with preference given to aviation related uses, however nothing contained in these standards shall be construed to prohibit the city from granting for any reason it deems sufficient, an application for non-aeronautical activities. Non-aeronautical activities may be authorized by the Airport Manager, with concurrence of the FAA, only when space available on the airport exceeds what is needed for aeronautical activities.

Approved services include:

- a. Aeronautical:** Aeronautical operators are defined by the FAA as Fixed Base Operators (FBO), Specialized Aviation Services Operators (SASO), Independent Contractors (IC), Mobile Service Providers (MSP) and Mobile Maintenance Provider (MMP), and other aeronautical and non- aeronautical providers that may not fall under these categories. Airport management encourages additional complementary commercial aeronautical activities to expand the services provided.
 - i. FBO and SASO:** An FBO and an SASO are commercial operators engaged in the business of providing services to aircraft users. An SASO provides only a single "specialized" service or limited service, while an FBO provides multiple services. Other than the number of services provided, both the FBO and SASO require the same applicable FAA certifications and licenses to perform services. Additionally, the airport requires both FBOs and SASOs to meet the same minimum standards for the service they are providing.

It would be preferable that at least one FBO provide core services that are deemed necessary to serve the aviation community. Additional or secondary FBO's located on the airport may include the same or different services. The core services are:

- Fuel sales;
- Airframe, powerplant, and avionics maintenance and overhaul;
- Flight training; and
- Pilot supplies and aircraft parts retail sale.

SASOs shall provide singular services that enhance the overall operation of the airport. The combined FBO and SASO services shall be complementary and provide an increased level of services to airport tenants and visitors.

- ii. **Independent Contractor:** An IC is a commercial operator who may perform work for an FBO or SASO who is authorized to operate at the Airport. The IC is not required to duplicate the required minimum standards of the contracting FBO or SASO. An SASO may only hire independent contractors to perform the same specialized service that the SASO is authorized to perform.
 - iii. **Mobile Service Provider:** An MSP is a commercial operator who performs minor services not requiring an airman's certificate or license. This is typically aircraft washing and detailing, or similar activities.
 - iv. **Mobile Maintenance Provider:** An MMP is a commercial operator who performs aircraft maintenance that requires an airman's certificate or license (Airframe & Powerplant, etc.). These operators will temporarily rent commercial space to perform "on demand" aircraft maintenance services. Additional guidance and approval process for this level of commercial activity may be obtained from the Airport Manager.
- b. Non Aeronautical:** A Non Aeronautical Operator provides services that are not aviation oriented, including but not limited to auto restoration shops, administrative offices and aviation medical offices.
- Existing FBOs may be authorized to provide non-aeronautical services on a case-by-case basis. The Airport Manager shall review any non-aeronautical services and issue a letter of authorization, or for services that will be offered on a continuing basis, amend or add an addendum to the existing commercial lease agreement.
- Commercial operators desiring to place a new non-aeronautical commercial activity on Pearson Field shall forward a written request to the Airport Manager. The request shall demonstrate a benefit to the Airport, compatibility with aircraft operations, compliance with applicable code, licensing and insurance requirements, and the demographic the activity provides services for. The Airport Manager will review requests on a case-by-case basis and approve, forward for further review, or deny the activity.

5.2 Non-Commercial Operators

The following standards are designed to cover non-commercial activities at the airport and

to ensure that non-commercial operators do not have unfair advantage over commercial operators.

All non-commercial corporate, non-profit and private operators are required to comply with the following:

- a. Non-Commercial Activities:** Activities conducted at the Airport under this section must be of a completely non-commercial nature and for the sole purpose of operating, storing and maintaining a corporate, non-profit or personal aircraft for incidental use as a hobby or in the conduct of the owner's non-aviation related business. Commercial services under this section shall not be offered to the public on any basis.
- b. Sublets or Sub-Tenant:** Sublets shall be at Fair Market Value, approved in writing by the Airport Manager, and the Hangar Owner shall have appropriate insurance for this activity.
- c. Maintenance:** Maintenance of owned or leased aircraft may be provided by the aircraft owner or the owner's bona fide employees, provided that all applicable FAA certification, licensing, and standards are complied with. Maintenance beyond FAR, Part 43, Appendix A(c) may only be performed in locations specified as maintenance facilities identified in Appendix 1.
- d. Fuel Storage and Handling:** Operators of owned or leased aircraft may be permitted to store fuel and perform fueling operations for their aircraft. Fueling operations shall be performed by the aircraft owner, operator, or the owner's bona fide employees and no others. The owner/ tenant shall meet the same regulatory and safety requirements of a commercial fuel service provider and pay the contemporary flowage fee. Designation and approval of storage facilities and / or the construction thereof are predicated upon the availability of adequate land for these facilities and upon adherence to the airport layout plan.

5.3 Flying Clubs

A flying club is a non-commercial, non-profit organization in which two or more members or associates own or lease aircraft in common and/or in which the members have an ownership interest. Flying clubs shall comply with the following standards:

- All aircraft shall be owned or be exclusively leased by the flying club.
- Only club members may receive instruction in a club aircraft.
- A club must maintain and provide a current membership list to the Airport Manager.
- Club aircraft shall not be used by other than club members or for any type of commercial operations.

In the event the club fails to comply with these conditions, or permits any member to do so, the Airport Manager will notify the club in writing of such violations. If the club fails to correct the violation within 15 days, the club may be required to terminate all operations at Pearson Field Airport.

5.4 Private Operators

Private Operators are individuals, corporations, or non-profit organizations that

own/lease and use their aircraft for personal transportation, recreation or activities that are incidental to their hobbies or non- aeronautical business.

Maintenance beyond FAR, Part 43, Appendix A(c) may only be performed by private operators in locations identified as maintenance facilities in Appendix 1. Private operators wishing to conduct commercial activities are required to meet the commercial requirements specified elsewhere in this document.

5.5 Support Activities

Support Activities may include a variety of concessions in support of pilots, passengers, and other logistical concerns. These services may include Automobile Rental and Food Services, which are typically located outside of the AOA.

Requests to provide Support Activities not addressed below will be reviewed on a case-by-case basis and must meet all applicable standards.

a. Automobile Rental: An FBO may provide an automobile (or other vehicle) rental service. All automobile and other vehicle rental operations not provided by an FBO shall be considered a Support Activity with the same considerations as an SASO or IC. Additionally, Automobile Rental, if not operated by the FBO, shall be classified as a "concession" and the operators must obtain the necessary licenses and permits required by the city. The Rental Operator shall have control of dispatching and maintenance of the rental vehicles. Rental vehicles must be stored in the Operator's leased area or as designated by the Airport Manager.

b. Food Services (Restaurant, Lounge or Food Cart): The Food Service Operator shall have and maintain all city, county and state required business licenses and health permits.

i. Restaurant and Lounge Operators must furnish permanent facilities for serving the general public, which shall include separate rooms for:

- Dining Area
- Kitchen
- Restrooms

ii. Food Cart Operators must lease land suitable to locate the Food Cart. Additional requirements include:

- Provide a suitable location for a dining patio
- Provide a protective awning, or tent over the dining patio
- Provide and maintain visually appealing trash receptacles for customer use
- Establish agreements for use of existing restrooms on the airport or locate personal sanitation stations and portable restrooms for customer and employee use.

iii. All Food Service Operators shall maintain a visually appealing, clean and sanitary facility.

6. Specific Minimum Standards for Commercial Aeronautical Activities

Specific requirements for various aeronautic activities and services are provided below. Any

activity not identified will be considered on a case-by-case basis and must meet all applicable standards.

a. Aircraft Maintenance, Repair and Parts Sales: An airframe and powerplant maintenance operator shall provide, at a minimum, services including: the repair, maintenance, inspection, constructing, and making of modifications and alterations to airframes, aircraft engines, propellers and instruments, or the removal and installation of engines for major overhaul. This category of service also includes the retail sale of aircraft parts and accessories. An airframe and power plant maintenance operator shall:

- Operate the service in a ventilated shop with aircraft maintenance space of at least 3,600 square feet and the capability of accommodating at least three aircraft for maintenance simultaneously.
- Employ and have on-duty a minimum of two mechanics; one (1) FAA-certified airframe and powerplant mechanic and one (1) FAA-certified airframe and powerplant mechanic with inspection authorization, and/ or conduct operations as a certified repair station pursuant to FAR Part 145.
- Keep premises open and services available during standard business hours, five (5) days a week.
- Provide for retail sales of equipment, supplies and parts required for general aviation airframe and powerplant inspection, maintenance and repair.
- Provide specialized maintenance and repair on historic aircraft, including but not limited to fabric covering, wood airframe repair, and radial and inline engine maintenance.

b. Avionics Maintenance and Sales: An avionics maintenance operator shall provide services including: the maintenance, repair, and installation of aircraft avionics, radios, instruments, and accessories. This service includes the retail sale of new or used aircraft avionics, radios, instruments, and accessories. An avionics maintenance operator shall:

- Operate the service in a heated and ventilated shop space and aircraft maintenance space capable of accommodating at least two aircraft for avionics maintenance simultaneously.
- Employ and have on duty at least one trained and FAA-certified avionics technician and one on-call FAA-Certified airframe and powerplant mechanic with inspection authorization.
- Keep premises open and services available during appropriate business hours, five days a week.
- Hold the appropriate FAA repair station certificates for the types of equipment the operator plans to service or install.
- Provide specialized maintenance and repair on historic navigation and communication radios and antenna systems, and mechanical, pneumatic and electrical flight instruments.

c. Fuel Services: The fuel service commercial operator must provide the sale of ASTM-rated brands of aviation fuels, lubricants, and other aviation petroleum products. In addition, the fuel service operator shall provide, store, and dispense 100LL octane

avgas, or the contemporary standard aviation fuel, and as market may support, provide Jet-A fuel. All equipment used for the storage or dispensing of petroleum products must meet all applicable federal, state, and local safety and environmental codes, regulations, and standards. A fuel services operator shall:

- Ensure fuel is available 24 hours per day and seven days per week. This may require on-call staff or the installation of a self-service (card-reader or card-lock) system.
- Comply with all regulations including proper fuel spill prevention features and containment capabilities. In addition, the operator shall provide a current copy of their fuel spill prevention, countermeasures, and control plan to the Airport Manager. Fuel inventories will be monitored in accordance with current Washington State DOE standards, and copies shall be provided to the Airport Manager when requested.
- Pay to the City of Vancouver a fuel flowage fee based on contemporary rates and actual volume dispensed.
- Provide filter-equipped fuel dispensers, if mobile dispensing services are provided, with separate dispensing pumps and meter systems for each grade of fuel. All metering devices must be inspected, checked and certified annually by appropriate local and state agencies. Specific training is required for all employees prior to use of the mobile dispensing vehicle and system.
- Conduct the lawful, sanitary, and timely handling and disposal of all liquid and solid waste, regulated waste, and other materials including, but not limited to, sump fuel, used oil, solvents, and other regulated waste.
- Provide an appropriate supply of properly located type, size and operable fire extinguishers and other safety equipment in accordance with the Uniform Fire Code. All fire extinguisher certifications must be current.

d. Flight and Maintenance Training: A flight training services operator or flight school provides aircraft ground and flight instruction necessary to complete the written examination and flight check for any category of pilot certificate or rating. An aircraft maintenance training services operator or "A&P" school provides classroom and practical instruction necessary to complete the written examinations to obtain any category of aircraft mechanic certificate or authorization.

A flight training services operator shall:

- Employ and make available at least one or more FAA-certified flight instructor necessary to meet the flight training demand and schedule requirements.
- Provide one or more owned or leased certified, airworthy, and properly equipped aircraft to accomplish the services offered and meet the schedule requirements.
- Provide a professional facility to conduct classroom training. The facility must, at minimum, provide heated classroom and flight planning areas, indoor restrooms, and a pilot lounge area.

An aircraft maintenance training services operator shall:

- Employ and make available at least one or more FAA-certified Airframe and

Powerplant mechanics, with prior inspection authorization approval, necessary to meet the classroom and shop training demand and schedule requirements.

- Provide aircraft and or mockup training aids necessary for the educational program.
- Provide a suitable facility to conduct training. The facility must, at a minimum, provide a heated classroom, appropriate styles of shop and hangar-like facilities, indoor restrooms, and lounge area.

e. Aircraft Rental: An aircraft leasing or rental services operator provides general aviation aircraft for leasing or rental to the public. An aircraft rental services operator shall:

- Keep premises open and services available during appropriate business hours, seven days a week.
- Have available for rental a minimum of two owned or leased, certified, airworthy, and properly equipped aircraft.
- Ensure that all renters are in compliance with all applicable federal, state, and local laws, rules, regulations and policies.

f. Pilot Services and Concessions: Each FBO / SASO shall provide the following services and concessions inside their main building when applicable to their primary service.

- Customer service counter and public lobby area with indoor restrooms.
- Provide basic pilots' and/ or mechanic's supplies for retail sale.
- Flight planning work area with weather service and communication links (Wi-Fi, etc.).
- Public telephones.
- Local ground transportation contacts.

g. Charter Operations: A charter operator provides for hire air transportation of persons or property to the general public either on a scheduled or "on-demand" basis and is further defined by FAR Parts 119 and 135. A charter operator shall:

- Employ and make available at least one person who holds a current FAA commercial pilot certificate and medical certificate with ratings appropriate for the operator's aircraft.
- Provide at least one properly airworthy and properly equipped aircraft to accomplish the services offered.
- Have and display a current FAR Part 135 Certificate.

h. Special Flying Service: FBOs and SASOs providing special flying services such as agricultural spraying or seeding, sightseeing tours, aerial photography or surveying, power line or pipeline patrol, firefighting or fire patrol, air ambulance, airborne mineral exploration, banner towing, and other commercial flying services operated under FAR Part 91. A special flying service operator shall:

- Employ and make available at least one person who holds a current FAA commercial pilot certificate and medical certificate with ratings appropriate for the operator's aircraft.

- Own or lease at least one airworthy and properly equipped aircraft.
 - If operator performs aerial agricultural applications or other services involving commercial use of chemicals, shall provide a centrally drained and paved area of not less than 10,000 square feet for aircraft loading, washing and servicing. This area shall meet all current federal, state and local agency requirements. The agricultural operator shall also provide for the safe storage, handling, and containment of materials and equipment.
- i. **Aircraft Storage and Hangars:** An aircraft storage and hangar service operator leases and rents hangars and/or multiple T-hangars, to aircraft owners or operators for aircraft storage purposes. An aircraft storage and hangar service operator shall:
- Post informational sign with hangar operator contact name and phone numbers, hangar availability, and rental rates inside the FBO's terminal. A separate leased space is not required for this service.
 - Rent hangars only for aircraft storage purposes. It is the responsibility of both the operator and owner of each based aircraft stored within the operator's hangar facilities to comply with the rules and regulations of the Airport.
 - Maintain all hangar buildings, improved properties, ramps, aprons, and taxi lanes in good working condition and keep them visually presentable.
- j. **Aircraft Sales:** Aircraft brokers or sales operators providing new and/or used aircraft sales and aircraft brokerage services shall:
- Employ and have on duty at least one qualified aircraft salesperson.
 - Not perform any maintenance or charter activities.
- k. **Aircraft Restoration, Painting, and Refurbishing:** FBOs and SASOs providing any restoration, painting and refurbishing of aircraft structures, engines, propellers, accessories, interiors, exteriors, and components shall:
- Employ and have on duty at least one qualified person who has certificates appropriate for the work performed.
 - Meet all requirements of the Uniform Fire Code.
 - Meet all air, water, hazardous materials, and environment standards required by federal, state, and local laws, regulations, and policies.
- l. **Additional Aeronautical Services:** Operators desiring to conduct other Commercial Aeronautical Activities and Services not covered above shall outline the proposed operation in a letter to the Airport Manager. The Airport Manager will review the proposal and identify if there are facilities or land available for the activity or service. Additionally, prior to commencing any commercial activity, the operator shall
- Provide all of the information identified in the previous sections of this document that are appropriate for the services to be offered.
 - Obtain all certifications necessary to legally perform the services.
 - Provide satisfactory evidence of technical competency to conduct the proposed services.
 - Obtain all appropriate business licenses, and insurance.

The Airport Manager will review requests on a case-by-case basis and approve, forward

for further review, or deny the activity.

7. Complaints

All complaints about any commercial operator or their employees for violation of these standards, rules and regulation shall be in writing and signed by the complainant and filed with the Airport Manager. The Airport Manager will investigate the complaint and provide feedback to the complainant.

8. Revocation of Lease, License, Permit or Agreement

The city retains the right to terminate any lease, license, permit or agreement covering a commercial or non-commercial operation and to revoke a lease on any land or facility upon the Airport for any cause or reason provided by these rules, regulations or standards, or by the lease, license, permit or agreement itself, or by law, or for any of the following causes:

- Operator filing a petition of voluntary or involuntary bankruptcy with respect to the operation.
- The operator making a general assignment for the benefit of creditors.
- The abandonment or discontinuance of any operation at the Airport by the commercial operator or failure to conduct such operation or activity which the lessee, licensee or permittee has agreed to provide under the terms of his contract. If this condition exists beyond a specified period contained in a lease or rent agreement without prior written consent of the city, it will constitute an abandonment of the land or facilities and the lease or license shall become null and void.
- The failure of an operator to pay promptly when due all rents, charges, fees, or other payments in accordance with the applicable leases, licenses, or permits.
- The failure of the operator to remedy any default, breach or violation of Pearson Field Airport rules and regulations by him or his employees within 30 days after notice from the Airport Manager.
- Violation of any federal, state or local standards, rules or regulations, or failure to maintain current licenses required for its operation.
- Intentionally supplying the city with false or misleading information or misrepresenting any material fact on the application or documents, or in statements to or before the city; or intentional failure to make full disclosure on financial statement or other required documents.

Glossary

All definitions contained in this section apply to the Pearson Field Airport Minimum Standards, Rules and Regulations, and Leasing Policies. Definitions are taken from the Vancouver Municipal Code, Federal Aviation Regulations, Federal Aviation Administration Advisory Circulars, U.S. Department of Transportation Aeronautical Information Manual, and other sources as appropriate.

Aeronautical Activity - means any activity or service which involves, makes possible, or is required for the operation of aircraft, or contributes to, or is required for, the safety of such operations. "Aeronautical activities" include, but are not limited to, charter

operations (under either Federal Aviation Regulation [FAR] Part 121 or 135), charter brokerage, aircraft hangar leasing, pilot training, aircraft rental and sight-seeing, aerial photography, crop dusting, fire suppression, aerial advertising and surveying, aircraft sales, leasing and servicing, aircraft management, and sale of aviation petroleum products, whether or not conducted in conjunction with other included activities which have a direct relationship to the operation of aircraft, repair and maintenance of aircraft, sale of general aviation aircraft parts, and any other activities which because of their relationship to the operation of aircraft can appropriately be regarded as an "aeronautical activity."

Agreement - the written agreement between the City and a Person specifying the terms and conditions under which the Person may conduct commercial aviation activities.

Aircraft - any contrivance used or designed for navigation or flight in the air including, but not limited to, an airplane, sailplane, glider, helicopter, gyrocopter, ultralight, balloon, blimp, dirigible, unmanned aerial vehicle, remotely piloted vehicle, or drone.

Aviation Fuel, AVGAS, Jet-A - all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating internal combustion, jet, or turbine engine, which meet the standards of ASTM D910-Latest (AVGAS) and DI 655-Latest (JETA).

Aircraft Operation - an aircraft arrival at, taxiing on, or departure from, the airport. For FAA statistical data: any aircraft arrival or departure; each of which accounts for one operation.

Aircraft Operation Area - Any area of an airport used or intended to be used for landing, takeoff, or surface maneuvering of aircraft. An air operations area includes such paved areas or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiways, or apron.

Aircraft Owner - a person or entity holding legal title to an aircraft, or any person having exclusive possession of an aircraft.

Aircraft Parking and Storage Areas - hangar and apron locations at the Airport designated by the Airport Manager for the parking and storage of aircraft.

Aircraft Rental - the commercial operation of renting or leasing aircraft to the public for compensation.

Aircraft Sales - the sale of new or used aircraft through brokerage, ownership, franchise, distributorship, or licensed dealership.

Aircraft, Based - an aircraft which the owner physically locates at the airport for an undetermined period, and, whenever absent from the Airport, its owner intends to return the aircraft to the airport for long-term storage. Aircraft not physically located at the airport for more than 50 percent of a calendar year shall not be considered a based aircraft.

Airframe and Powerplant Maintenance - the commercial operation of providing airframe and power plant services, which includes but not limited to any of the following: the repair, maintenance, inspection, construction, modification or

alteration to aircraft, aircraft engines, propellers and appliances including the removal of engines for major overhaul. This category of service also includes the sale of aircraft parts and accessories.

Airport - Pearson Field Airport; any and all of the properties owned and controlled by the City of Vancouver, Washington, being used as a public airport and located in Clark County, Washington, within the Vancouver city limits at latitude 45°37'23", and longitude 122°39'39".

Aviation Advisory Committee (AAC) - means that body which makes recommendations to the city council and city manager on matters pertaining to Pearson Field Airport and the Airport Manager.

Airport Layout Plan (ALP) - the plan of an airport showing the layout of existing and proposed airport facilities which has been approved by the FAA.

Airport Manager - The individual or individuals designated by the city manager as having responsibility and authority for management of Pearson Field Airport.

Avionics Sales and Maintenance - the commercial operation of providing the repair and maintenance of aircraft radios, instruments and accessories. Such operation may include the sale of new or used aircraft radios, instruments and accessories.

Charter Operation - any operation for compensation or hire as defined in FAR Part 119 and operated under FAR Part 135.

Commercial Activity - the conduct of any aspect of business, concession, operation or agency in order to provide goods or services to any person for compensation, for-profit or hire. In addition, any activity which requires a business license or certification to be performed whether for compensation or not is considered a commercial activity.

Commercial Operator - a person, firm, corporation, or other entity conducting commercial activities or services at the Airport for compensation or hire, and/or providing a service which requires licensing or certification to be performed regardless of whether or not compensation is provided. Nonprofit organizations are not considered commercial operators.

Commercial Service - the actual conveyance of product or maintenance and repair, etc. provided by a person, firm, corporation whether for compensation or not. Typically, a task performed by a Commercial Operator's employee for a customer.

City - means a municipal corporation organized under the constitution and statutes of the state of Washington and known as Vancouver, Washington or Vancouver.

Exclusive Right - a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred either by express agreement, by the imposition of reasonable standards or requirements, or by any other means.

FAA - the Federal Aviation Administration.

FAR- the Federal Aviation Regulations as published by the FAA.

Flight Instructor - a person who is properly licensed and certified by the FAA to provide flight instruction.

Flight Training - the commercial operation of instructing pilots in dual and solo flight in any aircraft, and related ground school instruction as necessary to complete a FAA written pilot's examination and flight check ride for various categories of pilots' certificates and ratings.

Flying Club - a nonprofit corporation or organization (as evidenced by articles of incorporation or other appropriate documents) in which all aircraft are equally owned or leased by all members of the corporation or organization.

FBO (Fixed Base Operator) - a full-service commercial operator who engages in the activities that typically include aircraft fuel sales, airframe, powerplant, and avionics maintenance and overhaul, flight training, and pilot supplies and aircraft parts retail sale

Fueling or Fuel Handling - the transportation, sale, delivery, dispensing, or draining of fuel or fuel waste products to or from aircraft or fuel trucks.

Fuel Storage Area - any portion of the Airport designated temporarily or permanently by the Airport Manager as an area in which aircraft fuel or any other type of fuel may be stored or loaded.

General Aviation - all civil aviation operations other than military, scheduled air services and non- scheduled air transport operations for remuneration or hire.

Hazardous Material - any substance, waste, or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated by any governmental authority, agency, department, commission, board agency or instrumentality of the United States, the State of Washington, or any political subdivision thereof, and the presence of which requires investigation, removal and/or remediation.

Lease - the written contract between the City and a person/business enterprise specifying the terms and conditions under which a person may occupy and operate certain Airport facilities and/or property.

Minimum Standards - the qualifications or criteria established by the Vancouver City Council as the minimum requirements to perform commercial activities and operations on the airport.

Mobile Service Provider (MSP) - a person or entity that provides commercial aeronautical services on airport property but does not operate out of owned or leased property on the airport. Examples of an MSP include aircraft washing and detailing.

Mobile Maintenance Provider (MMP) - a person or entity that performs aircraft maintenance that requires certification or licensing, but is not a commercial tenant at Pearson Field, and who temporarily rents space in a facility approved for commercial activity from a lessee for the purpose of performing occasional work on airport tenant owned aircraft.

Permit - administrative approval issued by the Airport Manager to a Person to conduct

a commercial aeronautical activity and provide such services to based and transient aircraft only from facilities and locations where such services are authorized.

Person - any individual, firm, partnership, corporation, company, association, joint stock association or body politic, and includes any trustee, receiver, assignee, or other similar representative thereof.

Roadway - any street or road, whether improved or unimproved, within the boundaries of the Airport and designated for use by ground vehicles.

SASO (Specialized Aviation Service Operation) - an aeronautical business that offers a single or limited service. Examples of a SASO include, but are not limited to: pipeline patrol, aerial photography/survey, scheduled commuter air service, air ambulance, aircraft sales, aircraft storage, propeller and/or aircraft accessory repair and sales, aircraft upholstery, aircraft painting, flight training, fuel sales, and banner towing.

Self-Fueling - fueling an aircraft by the pilot using fuel pumps installed for that purpose. The fueling facility may or may not be attended by the owner/operator of such a facility. The use of this type of facility is not considered to be self-service.

Self-service Fueling - Dispensing fuel into an aircraft by the aircraft owner from portable containers.

Special Flying Service - An FBO, SASO, or other operator that provides a special flying service that includes but is not limited to: agricultural spraying or seeding, sightseeing tours, aerial photography or surveying, power line or pipeline patrol, firefighting or fire patrol, air ambulance, airborne mineral exploration, banner towing, et cetera.

Sublease - the written agreement stating the terms and conditions under which a third-Party person leases space from a Lessee.

Taxiway - a defined path established for the taxiing of aircraft from one part of the Airport to another; typically from the aprons to the runway.

"Through the Fence" Operator - an individual, business, or organization located on property adjacent to an airport, who has access onto and uses the airport.

Vancouver City Council - seven elected City officials who comprise the governing body of the City of Vancouver.

Vehicle Parking Area - any portion of the Airport designated and made available temporarily or permanently by the Airport for the parking of ground vehicles.

WSDOT/Aviation - the Washington State Department of Transportation, Aviation Division. (WSDOT/Aviation).



Staff Report 146-21

TO: Mayor and City Council

FROM: Jonathan Young, City Attorney

DATE: 9/27/2021

SUBJECT Addendum to City Manager Employment Agreement

Key Points

- The employment agreement between the City and the City Manager calls for an annual performance evaluation and compensation adjustment.
- Council initiated the evaluation process in July 2021 and completed the City Manager's evaluation on September 20, 2021.
- Based on the evaluation, a compensation adjustment of 10% is being proposed.

Strategic Plan Alignment

N/A

Present Situation

Council Policy 100-31A, as well as the employment agreement between the City and the City Manager, calls for an annual performance evaluation and compensation adjustment. Council initiated the Manager Evaluation process in July 2021 and completed the evaluation on September 20, 2021. Based on the evaluation, a compensation adjustment of 10% is reflected in the addendum.

Advantage(s)

Approval of this Addendum would fulfill the Council's obligation to annually evaluate the performance and compensation of the City Manager.

Disadvantage(s)

The cost of the adjustment is \$26,644.68 per year.

Budget Impact

There is sufficient capacity to cover the cost of the adjustment in the context of the current approved budget, which is approximately \$1.3 billion for the 2021-2022 fiscal biennium.

Prior Council Review

Council held executive sessions regarding the City's Manager's performance on July 26, 2021, September 13, 2021 and September 20, 2021.

Action Requested

Approve the Addendum to the City Manager Employment Agreement and authorize the Mayor to execute the same.

Jonathan Young, City Attorney, 360-487-8500

ATTACHMENTS:

- Addendum to City Manager Employment Agreement

ADDENDUM TO CITY MANAGER EMPLOYMENT AGREEMENT

This is an Addendum to the Employment Agreement between the City of Vancouver and Eric Holmes, City Manager, dated November 1, 2010, as last amended by Addendum dated May 22, 2020. Changes in the Employment Agreement are authorized to be accomplished by a written addendum signed by both parties.

WHEREAS, the City Manager Employment Agreement provides for a performance evaluation of the Manager on an annual basis; and

WHEREAS, the 2021 performance evaluation was initiated in July 2021 and completed on September 20, 2021; and

WHEREAS, based on the Manager's excellent performance during his previous year of employment, Council has authorized certain changes in compensation and benefits reflected herein, effective June 1, 2021; and

WHEREAS, such changes were approved by the City Council in open public meeting on September 27, 2021.

NOW THEREFORE, the City Manager Employment Agreement is hereby modified as follows:

1. Section 3(A) is hereby further amended to provide that the City Manager's base salary shall increase from \$266,446.76 to \$293,091.44 which reflects a 10% increase.
2. Section 4 is hereby further amended to provide that the base salary by which to compute the amount of deferred compensation to be paid annually shall increase from \$266,446.76 to \$293,091.44.
3. This Addendum in no way alters any other provisions of the City Manager Employment Agreement dated November 1, 2010, or as subsequently amended.
4. This Addendum shall be effective as of June 1, 2021.

DATED this _____ day of September, 2021.

CITY OF VANCOUVER, a municipal corporation

ERIC HOLMES, City Manager

By: _____
Anne McEnery-Ogle, Mayor

By: _____
Eric Holmes

APPROVED AS TO FORM:

ATTEST:

Jonathan Young, City Attorney

Natasha Ramras, City Clerk

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:

\$ 7,828,903.26 this 27th day of September 2021.

MAYOR

COUNCILMEMBER

Natasha Ramras

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
September 14, 2021 - September 20, 2021	Accounts Payable Checks (see attached)	\$ 7,814,647.78
September 14, 2021 - September 20, 2021	Hansen City Payments (see attached)	\$ 12,105.23
September 14, 2021 - September 20, 2021	Visa Refunds (see attached)	\$ 2,150.25
September 14, 2021 - September 20, 2021	Payroll Checks (see attached)	\$ -
TOTAL		\$ 7,828,903.26

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Manual Wire	No Reference	9/10/2021	36,242.17	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	9/10/2021	75.00	HRA VEBA Plan	
Supplier Payment	Manual Wire	No Reference	9/10/2021	7,588.05	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	9/13/2021	118,646.67	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	9/13/2021	956,989.31	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	9/13/2021	9,168.90	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	9/14/2021	9,558.09	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	9/14/2021	29,889.52	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	9/14/2021	716,459.06	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	9/15/2021	1,208,280.61	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire	No Reference	9/16/2021	342.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	9/17/2021	28,973.02	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	9/20/2021	97,312.10	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	9/20/2021	17,007.40	Washington Dental Service	
Supplier Payment	EFT	EFT-00116469	9/16/2021	2,722.10	Restored and Revived	
Supplier Payment	EFT	EFT-00116470	9/16/2021	206,700.14	Blackline Inc	
Supplier Payment	EFT	EFT-00116471	9/16/2021	34,589.60	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00116472	9/16/2021	22,850.10	K&K Construction LLC	
Supplier Payment	EFT	EFT-00116473	9/16/2021	1,732.72	RELX Inc. - Remit-To: LexisNexis - Chicago	
Supplier Payment	EFT	EFT-00116474	9/16/2021	15,322.62	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00116475	9/16/2021	1,045,299.62	Operations Management International Inc	
Supplier Payment	EFT	EFT-00116476	9/16/2021	1,030,084.20	Doolittle Acquisitions	
Supplier Payment	EFT	EFT-00116477	9/16/2021	72,284.70	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00116478	9/16/2021	589,723.85	Tapani Inc	
Supplier Payment	EFT	EFT-00116479	9/16/2021	5,129.19	Vancouvercenter Condominium Association	
Supplier Payment	EFT	EFT-00116480	9/16/2021	177.51	PDH Creative	
Supplier Payment	EFT	EFT-00116481	9/16/2021	620.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00116482	9/16/2021	3,267.14	Boys and Girls Clubs of Southwest Washington	
Supplier Payment	EFT	EFT-00116483	9/16/2021	1,109.67	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00116484	9/16/2021	1,010.50	Otak Inc	
Supplier Payment	EFT	EFT-00116485	9/16/2021	3,764.15	Universal Field Services Inc	
Supplier Payment	EFT	EFT-00116486	9/16/2021	14,631.41	Superion, LLC	
Expense Payment	Direct Deposit	EFT-00116487	9/16/2021	259.85	Aidan Knabb	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00116488	9/16/2021	26.00	Robert Givens	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00116489	9/16/2021	259.85	Seth Anderson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00116490	9/16/2021	57.00	Edward Letarte	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00116491	9/16/2021	112.00	Cody Uskoski	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00116492	9/16/2021	57.00	David King	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00116493	9/16/2021	259.85	Ryan Rich	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00116494	9/16/2021	25.00	Eva Scherer	Employee Reimbursement

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Expense Payment	Direct Deposit	EFT-00116495	9/16/2021	33.07	Suzanne Hebert	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00116496	9/16/2021	102.00	David McGrath	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00116497	9/16/2021	327.75	Kyle Ulsh	Travel Advance
Expense Payment	Direct Deposit	EFT-00116498	9/16/2021	114.00	Chad Williams	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00116499	9/16/2021	266.00	Zachary Allred	Travel Advance
Expense Payment	Direct Deposit	EFT-00116500	9/16/2021	198.54	Todd Ackerman	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00116501	9/16/2021	72.00	Kevin Barton	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00116502	9/16/2021	150.00	Thomas Schell	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00116503	9/16/2021	189.67	John Collum	Employee Reimbursement
Customer Refund	Check	25044	9/15/2021	5.04	ERIC TORGERSON	Refund for overpayment of Delta Dental Jun - Aug 2021
Ad Hoc Payment	Check	25045	9/15/2021	59.61	Aleksanyan, Tamara S	Utility Refunds: 0061031130-04
Ad Hoc Payment	Check	25046	9/15/2021	59.51	Amanda Bostic	MPE-307068
Ad Hoc Payment	Check	25047	9/15/2021	18.34	ANDERSEN, TIFFANY	Utility Refunds: 0012077534-05
Ad Hoc Payment	Check	25048	9/15/2021	90.00	AUSAME LLC	Refund: bus lic COVID 19 surchrg refund prog
Ad Hoc Payment	Check	25049	9/15/2021	543.40	Avenu Insights & Analytics/Muniservices	Refund: Bus Lic fees error chrg
Ad Hoc Payment	Check	25050	9/15/2021	20.00	Chad Guadagni	Refund: Alarm billing acct 18674 inv 99446825
Ad Hoc Payment	Check	25051	9/15/2021	2,954.00	Clark County Treasurer's Office	Aug 2021 recording fees
Ad Hoc Payment	Check	25052	9/15/2021	59.51	David Perez	MPE-305019
Ad Hoc Payment	Check	25053	9/15/2021	244.89	Davis, Joseph and Sara	Utility Refunds: 0072075030-07
Ad Hoc Payment	Check	25054	9/15/2021	43.58	Duncan, Douglas R and Susan T	Utility Refunds: 0015030000-01
Ad Hoc Payment	Check	25055	9/15/2021	49.42	Duncan, Susan T	Utility Refunds: 0015030000-01
Ad Hoc Payment	Check	25056	9/15/2021	201.83	Estate of Donna L Strain	Utility Refunds: 0111010574-06
Ad Hoc Payment	Check	25057	9/15/2021	241.67	Estate of Tim Shaver	Utility Refunds: 0026007900-05
Ad Hoc Payment	Check	25058	9/15/2021	37.64	GENE DUANE CALER AND DEBRA J. CALER	Utility Refunds: 0061055600-03
Ad Hoc Payment	Check	25059	9/15/2021	12.10	Hardy, Jack and Sara	Utility Refunds: 0081018800-02
Ad Hoc Payment	Check	25060	9/15/2021	66.47	Hedum Jr, Maynard L	Utility Refunds: 0034022700-04
Ad Hoc Payment	Check	25061	9/15/2021	127.36	Henco Plumbing Services LLC	ROW-306453
Ad Hoc Payment	Check	25062	9/15/2021	59.51	Henco Plumbing Services LLC	MPE-306370
Ad Hoc Payment	Check	25063	9/15/2021	258.02	JASON AND ANDREA SUMMERS	Utility Refunds: 0004050100-10
Ad Hoc Payment	Check	25064	9/15/2021	25.00	John Strange	Refund: Ovrpay citation 7202906859
Ad Hoc Payment	Check	25065	9/15/2021	90.00	Jose Louis Crowder	Refund: bus lic COVID 19 surchrg refund prog
Ad Hoc Payment	Check	25066	9/15/2021	104.72	Juul, Brandon	Utility Refunds: 0004071400-08
Ad Hoc Payment	Check	25067	9/15/2021	177.28	Juul, Brandon A and Shantay N	Utility Refunds: 0004071400-08
Ad Hoc Payment	Check	25068	9/15/2021	214.96	KANESHIRO, LARA AND ROBERT	Utility Refunds: 0000003314-02
Ad Hoc Payment	Check	25069	9/15/2021	47.13	Kenneth C May and Jarmila L Hawes	Utility Refunds: 0066034000-03
Ad Hoc Payment	Check	25070	9/15/2021	104.69	Lindsley, Harold	Utility Refunds: 0074066600-00
Ad Hoc Payment	Check	25071	9/15/2021	108.00	Louis Nguyen	LUP-81680
Ad Hoc Payment	Check	25072	9/15/2021	50.00	Marsell Whitehead	Permit #9784 Damage Deposit Refund
Ad Hoc Payment	Check	25073	9/15/2021	51.70	Melissa Caldwell; Kyle Caldwell; Carlean Caldwell and Carl Caldwell	Utility Refunds: 0500001472-02 REPLACE lost chk 24641
Ad Hoc Payment	Check	25074	9/15/2021	59.51	Michelle Doty J&M Contractors	MPE-307461
Ad Hoc Payment	Check	25075	9/15/2021	10.00	Nick Briggs	Refund: Ovrpay citation 7203200552
Ad Hoc Payment	Check	25076	9/15/2021	127.92	Omelco, Andrei	Utility Refunds: 0033065700-05

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Ad Hoc Payment	Check	25077	9/15/2021	115.08	Omelco,Andrei and Svetlana	Utility Refunds: 0033065700-05
Ad Hoc Payment	Check	25078	9/15/2021	97.50	Oregon Creations LLC	Refund: Bus lic fees COVID 19 surchg refund program
Ad Hoc Payment	Check	25079	9/15/2021	140.00	PCS	Refund: alarm billing acct 51712 inv 99432891/99436493/99442103 COAST TO COAST FISH HOUSE cust 51712
Ad Hoc Payment	Check	25080	9/15/2021	8.00	PCS	Refund: alarm billing acct 17821 inv 99409817/99415033 THE MEN'S WAREHOUSE 2663 CUST 17821
Ad Hoc Payment	Check	25081	9/15/2021	40.00	PCS	Refund: alarm billing acct 20226 inv 99434260/99439693 My Ha
Ad Hoc Payment	Check	25082	9/15/2021	20,009.82	Piper Mechanical Inc	MPE-307227
Ad Hoc Payment	Check	25083	9/15/2021	17.29	RENFRO,ROGER N AND NADINE T	Utility Refunds: 0049050200-03
Ad Hoc Payment	Check	25084	9/15/2021	180.41	SHIRLEY A AND JACQUELYN ALLEN	Utility Refunds: 0044081630-04
Ad Hoc Payment	Check	25085	9/15/2021	207.98	SUMMERS,JASON	Utility Refunds: 0004050100-10
Ad Hoc Payment	Check	25086	9/15/2021	146.39	Sunshine Miller	MPE-304993
Ad Hoc Payment	Check	25087	9/15/2021	158.40	THE HURLBURT HOUSE PROTECTOR TRUST	Utility Refunds: 0057038108-12
Ad Hoc Payment	Check	25088	9/15/2021	340.05	THE MCDANIEL TRUST	Utility Refunds: 0121001334-05 REPLACE lost chk 23372
Ad Hoc Payment	Check	25089	9/15/2021	65.69	Thomas,Douglas	Utility Refunds: 0000001368-06
Ad Hoc Payment	Check	25090	9/15/2021	56.31	Thomas,Douglas and Lashonda	Utility Refunds: 0000001368-06
Ad Hoc Payment	Check	25091	9/15/2021	138.40	Untd Fire Hlth/Sfty EQ Co Inc	FRI-302003
Ad Hoc Payment	Check	25092	9/15/2021	5,154.00	Vancouver Housing Authority	LUP-81640
Ad Hoc Payment	Check	25093	9/15/2021	50.00	VICTORREA CRANE	VOUCHER 2008547.030
Ad Hoc Payment	Check	25094	9/15/2021	105.45	WAKAMATSU,LETA	Utility Refunds: 0012063700-02
Ad Hoc Payment	Check	25095	9/15/2021	120.00	West Minnehaha Neighborhood Association	20200106 REPLACE LOST CHK 8915
Ad Hoc Payment	Check	25096	9/15/2021	22.00	William Holmes	Swim Lesson Refund
Ad Hoc Payment	Check	25097	9/15/2021	51.41	ZANE R AND CAITLIN J MARTIN	Utility Refunds: 0057024500-16
Supplier Payment	Check	25098	9/15/2021	30,434.30	Accela Inc - Remit-To: Supplier Accela Inc	
Supplier Payment	Check	25099	9/15/2021	5,062.50	Action Onsite Inc	
Supplier Payment	Check	25100	9/15/2021	524.80	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	25101	9/15/2021	57,901.59	Allied Plumbing and Pumps LLC - Remit-To: Allied Trenchless	
Supplier Payment	Check	25102	9/15/2021	60.90	American Sani-Can	
Supplier Payment	Check	25103	9/15/2021	146.74	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	25104	9/15/2021	4,849.95	Arborscape Ltd Inc	
Supplier Payment	Check	25105	9/15/2021	1,262.07	Bacon Collision	
Supplier Payment	Check	25106	9/15/2021	14,750.00	Barran Liebman LLP	
Supplier Payment	Check	25107	9/15/2021	4,570.00	Blairco Inc	
Supplier Payment	Check	25108	9/15/2021	250.00	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	25109	9/15/2021	7,019.73	Cadman Materials - Remit-To: Cadman - Chicago	
Supplier Payment	Check	25110	9/15/2021	733.30	Castle Tire Disposal LLC	
Supplier Payment	Check	25111	9/15/2021	13,335.18	CECO Inc	
Supplier Payment	Check	25112	9/15/2021	465.44	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	25113	9/15/2021	6,414.52	Century West Engineering Corp	
Supplier Payment	Check	25114	9/15/2021	7,768.19	CFM Strategic Communications Inc	
Supplier Payment	Check	25115	9/15/2021	1,530.94	Cintas	
Supplier Payment	Check	25116	9/15/2021	50.00	City of Lake Forest Park	
Supplier Payment	Check	25117	9/15/2021	714.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	25118	9/15/2021	10,000.00	Clark County	
Supplier Payment	Check	25119	9/15/2021	819.60	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	25120	9/15/2021	26.46	Clark Public Utility District No. 1	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	25121	9/15/2021	853.66	Clark Public Utility District No. 1	
Supplier Payment	Check	25122	9/15/2021	462.35	Clark Public Utility District No. 1	
Supplier Payment	Check	25123	9/15/2021	2,332.98	Clark Public Utility District No. 1	
Supplier Payment	Check	25124	9/15/2021	922.62	Clark Public Utility District No. 1	
Supplier Payment	Check	25125	9/15/2021	873.87	Clark Public Utility District No. 1	
Supplier Payment	Check	25126	9/15/2021	704.20	Clark Public Utility District No. 1	
Supplier Payment	Check	25127	9/15/2021	561.93	Clark Public Utility District No. 1	
Supplier Payment	Check	25128	9/15/2021	1,478.74	Clark Public Utility District No. 1	
Supplier Payment	Check	25129	9/15/2021	1,484.76	Clark Public Utility District No. 1	
Supplier Payment	Check	25130	9/15/2021	557.05	Clark Public Utility District No. 1	
Supplier Payment	Check	25131	9/15/2021	103.81	Claus Paws Animal Hospital	
Supplier Payment	Check	25132	9/15/2021	1,737.84	Code Publishing Co	
Supplier Payment	Check	25133	9/15/2021	10,151.01	Columbia Resource Company	
Supplier Payment	Check	25134	9/15/2021	14,363.75	Comcast Holdings Corporation	
Supplier Payment	Check	25135	9/15/2021	114.92	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	25136	9/15/2021	24.79	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	25137	9/15/2021	241.11	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	25138	9/15/2021	109.92	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	25139	9/15/2021	109.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	25140	9/15/2021	13.68	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	25141	9/15/2021	76.79	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	25142	9/15/2021	17,323.30	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	25143	9/15/2021	526.24	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	25144	9/15/2021	3,259.30	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	25145	9/15/2021	1,120.00	David Corey PHD PC	
Supplier Payment	Check	25146	9/15/2021	379.75	Day Management Corp	
Supplier Payment	Check	25147	9/15/2021	2,191.31	Del Sol Inc	
Supplier Payment	Check	25148	9/15/2021	1,081.87	Distinctive Landscape LLC	
Supplier Payment	Check	25149	9/15/2021	12,640.80	EnviroIssues Inc	
Supplier Payment	Check	25150	9/15/2021	850.00	Examworks Inc	
Supplier Payment	Check	25151	9/15/2021	2,119.36	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	25152	9/15/2021	250.00	Fourth Plain Forward	
Supplier Payment	Check	25153	9/15/2021	6,265.51	Global Transportation Engineering Corporation	
Supplier Payment	Check	25154	9/15/2021	456.00	H&H Wood Recyclers	
Supplier Payment	Check	25155	9/15/2021	747.02	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	25156	9/15/2021	1,500.00	Healthy Outcomes Inc	
Supplier Payment	Check	25157	9/15/2021	4,122.31	HMI Oregon	
Supplier Payment	Check	25158	9/15/2021	1,985.57	Invintus Media LLC	
Supplier Payment	Check	25159	9/15/2021	606.86	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	25160	9/15/2021	97,345.58	Jeffrey Barrar PS	
Supplier Payment	Check	25161	9/15/2021	15,738.00	Key Code Media, Inc	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	25162	9/15/2021	9,578.70	Kittelson & Associates Inc	
Supplier Payment	Check	25163	9/15/2021	18,210.50	L.N. Curtis & Sons	
Supplier Payment	Check	25164	9/15/2021	1,718.64	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons	
Supplier Payment	Check	25165	9/15/2021	33,302.93	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	25166	9/15/2021	23.38	Law, Lyman, Daniel, Kamerrer & Bogdanovich	
Supplier Payment	Check	25167	9/15/2021	2,326.32	Loomis Armored US LLC - Remit-To: Loomis - Palatine	
Supplier Payment	Check	25168	9/15/2021	2,138.21	Mascott Equipment Co	
Supplier Payment	Check	25169	9/15/2021	12,222.94	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	25170	9/15/2021	4,926.98	Northwest Staffing Resources Inc	
Supplier Payment	Check	25171	9/15/2021	9,182.47	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	25172	9/15/2021	60,616.73	OSW Equipment & Repair, LLC - Remit-To: OSW Equipment & Repair, LLC	
Supplier Payment	Check	25173	9/15/2021	9,374.38	Parkeon	
Supplier Payment	Check	25174	9/15/2021	5,081.52	Passport Labs Inc.	
Supplier Payment	Check	25175	9/15/2021	20,545.60	PBS Engineering and Environmental Inc	
Supplier Payment	Check	25176	9/15/2021	2,381.58	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	Check	25177	9/15/2021	865.83	Pitney Bowes Inc	
Supplier Payment	Check	25178	9/15/2021	77,092.82	Platinum Industrial Inc	
Supplier Payment	Check	25179	9/15/2021	210.00	Porter W Yett Company	
Supplier Payment	Check	25180	9/15/2021	35,097.08	PPC Solutions Inc	
Supplier Payment	Check	25181	9/15/2021	227.85	Precor Commercial Fitness	
Supplier Payment	Check	25182	9/15/2021	1,260.00	Purple Communications Inc	
Supplier Payment	Check	25183	9/15/2021	393.89	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	25184	9/15/2021	1,130.14	Rapco Industries Inc	
Supplier Payment	Check	25185	9/15/2021	179.02	Rentokil North America Inc	
Supplier Payment	Check	25186	9/15/2021	308.54	Retail Lockbox Inc	
Supplier Payment	Check	25187	9/15/2021	165,873.89	Right Systems Inc	
Supplier Payment	Check	25188	9/15/2021	1,609.74	Scott Schanker	
Supplier Payment	Check	25189	9/15/2021	714.55	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	25190	9/15/2021	2,950.00	Southwest Washington Chapter of ICC	
Supplier Payment	Check	25191	9/15/2021	31.08	Stericycle Inc	
Supplier Payment	Check	25192	9/15/2021	6,572.08	Structured	
Supplier Payment	Check	25193	9/15/2021	1,258.60	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	25194	9/15/2021	18,678.28	The Pape Group Inc - Remit-To: Pape Machinery	
Supplier Payment	Check	25195	9/15/2021	12,772.62	The Salvation Army	
Supplier Payment	Check	25196	9/15/2021	775.79	Towing & Recovering Services Inc	
Supplier Payment	Check	25197	9/15/2021	225.00	Triangle Resources Inc	
Supplier Payment	Check	25198	9/15/2021	1,719.09	Tyree Oil Inc	
Supplier Payment	Check	25199	9/15/2021	150.22	United States Department of Agriculture - Remit-To: USDA APHIS - St Louis	
Supplier Payment	Check	25200	9/15/2021	4,748.13	Univar Solutions USA Inc - Remit-To: Supplier Univar Solutions USA Inc	
Supplier Payment	Check	25201	9/15/2021	89.53	US Bank National Association - Remit-To: Voyager Fleet Systems Inc	
Supplier Payment	Check	25202	9/15/2021	2,674.51	Walter E Nelson Company	

INVOICE PAYMENTS REPORT

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Supplier Payment	Check	25203	9/15/2021	3,300.93	Waste Connections of Washington	
Supplier Payment	Check	25204	9/15/2021	27,682.99	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	25205	9/15/2021	1,381.56	Waste Management - Remit-To: Waste Management Los Angeles	
Supplier Payment	Check	25206	9/15/2021	40,810.63	Wilson Oil Inc	
Supplier Payment	Check	25207	9/15/2021	4,673.97	WSP USA Inc.	
Supplier Payment	Check	25208	9/15/2021	2,282.68	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Supplier Payment	Check	25209	9/15/2021	40.73	Ziply Fiber	
Supplier Payment	Check	25210	9/15/2021	505,148.72	Clark Public Utility District No. 1	
			SUBTOTAL	7,814,647.78		
Hansen			9/20/2021	12,105.23	City Payments	Posted 09-13-21 thru 09-19-21
			SUBTOTAL	12,105.23		
Visa			9/20/2021	1,388.00	Miscellaneous	Parks Class Refunds - FCC 09-13-21 thru 09-19-21
Visa			9/20/2021	762.25	Miscellaneous	Parks Class Refunds - MCC 09-13-21 thru 09-19-21
Visa			9/20/2021	-	Miscellaneous	Parks Class Refunds - Special Events 09-13-21 thru 09-19-21
Visa			9/20/2021	-	Miscellaneous	Parks Class Refunds - WREC 09-13-21 thru 09-19-21
			SUBTOTAL	2150.25		
			TOTAL	7,828,903.26		

City of Vancouver
Payroll Council Report
September 14, 2021 - September 20, 2021

Check No.	Date	Explanation	Amount
		No Payroll this period	

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